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(Continued on page three of cover)

THE LABOUR GAZETTE

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Hon. Michael Starr, Minister — George V. Haythorne, Deputy Minister

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50 Years Ago This Month

Half century ago there were 1,741 union locals and 133,132 union members in Canada. (In 1961 there were 6,945 locals and 1,446,942 members.) Farmers in Eastern Canada faced labour shortage as farm labourers were moving to the West

There were 1,741 local unions in Canada 50 years ago, according to a special report issued by the Department of Labour, which was summarized in the LABOUR GAZETTE of June 1912. Of these, 1,531 were "international in character," the remainder being "associated with central bodies having no affiliation outside the Dominion."

(*Labour Organizations in Canada,* published by the Department of Labour, gives the number of locals in Canada in 1961 as 6,945, with a total membership of 1,446,942. Of these, 4,382 locals, with a membership of 1,040,208, belonged to international unions.)

Ontario had 700 locals, British Columbia 234, and Quebec 205. Alberta had 153, Nova Scotia 138, Manitoba 118, Saskatchewan 84, New Brunswick 73, and Prince Edward Island 7.

The GAZETTE drew attention to the fact that the new Western cities had, in proportion to their population, outstripped the older Eastern cities in union organization. For example, Hamilton had 48 locals, Ottawa 47, and Quebec 42; but Victoria had 42, Calgary 40, Edmonton 33, and Lethbridge 28. Among the largest cities, Toronto had 105 and Montreal 95, compared with Winnipeg with 79 and Vancouver with 76 locals.

Total union membership was 133,132, of which 119,415 belonged to international unions. The total membership of international unions in Canada and the United States was given as 2,340,865, in 27,418 unions.

The report also gave the number of union members in a number of other countries. The German Empire led with 2,644,144, the United States was second with 2,625,000, and the United Kingdom third with 2,426,592. In total membership as a percentage of total population, however, the United Kingdom came first with 5.4 per cent, Denmark second with 4.9 per cent, and the German Empire third with 4.1 per cent. For the United States the percentage was 3.0 per cent, and for Canada, 2.0 per cent. In Hungary and Italy it was only 0.4 and 0.5 per cent respectively.

A report by a special commissioner appointed by the Minister of the Interior to investigate matters in connection with immigration was summarized in the June 1912 LABOUR GAZETTE. The commissioner found that in immigration plans there was a lack of co-ordination between the provinces and the Dominion.

"Inquiry made by public-spirited persons in all the provinces," in the words of the GAZETTE's summary, "leads to the proposal that in each province there should be an immigration and land settlement organization whose executive head should be in co-operation with the Dominion . . .

"The report recommends that the element of chance in respect of immigration be eliminated by the appointment of a board under the presidency of the Minister of the Interior consisting of the chief officers of the Immigration Department of the Dominion, a nominee of the Minister of Finance, and a representative of each province who would be the principal local executive immigration officer in the province but paid by the Dominion. The board would decide the general lines of policy, subject to confirmation by the Minister or Order-in-Council, and its participation in each provincial work would be delegated to a committee . . ."

The summary ended by saying, "The report of the commissioner gives an adequate impression of the desirability of extensive and permanent migration to Canada of natives of the British Isles . . . and exhibits immigration as a means of attaining the primacy of Canada among the Britannic nations."

Farmers in Eastern Canada, affected by the drawing off of local labour and immigrants to the Prairies, were feeling the pinch of a labour shortage in 1912. Referring to the situation in Ontario, the GAZETTE said that "lack of sufficient labour proved a hindering influence" and was a cause of "the high wages which were demanded for farm help."

The correspondent for London, Ont., said: "A scarcity of help on the farms is proving serious, and the rural population of the surrounding country is decreasing, large numbers having gone West."

The Woodstock, Ont., correspondent said: "There seems to be a considerable scarcity of farm help," and reported that for married men farmers were offering $350 a year with free house, garden and milk; for unmarried men, the rate was $300 a year and board. "Even at these figures men are hard to get," he added.

Cornwall Scene of Department's 2nd Labour-Management Conference

Industrial relations may never achieve status as a spectator sport but there is no denying that the Canadian public is looking more closely at the way labour and management behave toward each other, said Gordon Cushing, Assistant Deputy Minister of Labour, at the second Labour-Management Committee Conference, held at Cornwall, Ont., under the sponsorship of the federal Department of Labour. The first conference was held at Winnipeg (L.G., March, p. 304).

Mr. Cushing noted that more than half of the 80 delegates attending the one-day meeting had no direct affiliation with LMCs in the area. Among them were clergymen, Cornwall's recreation director, city councillors and members of the general public.

At another point in the proceedings, Mr. Cushing suggested to delegates that a little "do-it-yourself" would not be out of place. Now that the Government had set the stage, he said, labour-management committees in Cornwall and district should periodically arrange their own area meetings to promote teamwork in industry.

Company and union officials responded to the suggestion by requesting more help from the Labour-Management Co-operation Service. Although agreeing with Mr. Cushing's proposal regarding periodic labour-management meetings, they called for greater government assistance through increased research into industrial relations and plant operational problems.

Assistant Deputy Minister Cushing remarked during his luncheon address that if labour and management practised "real and sincere co-operation on a national basis," Canadian industry would thereby provide itself with an opportunity to demonstrate that it has an equal capacity to make technical progress and to use it with a sense of moral and social responsibility.

To this end, he said, the Government—through its National Productivity Council—was intent upon establishing 6,000 joint consultation committees in business and industry from coast to coast. He also revealed that LMC conferences modelled after those in Winnipeg and Cornwall would be staged in many areas of Canada.

Mr. Cushing acknowledged that improved productivity would introduce changes which are inevitable and must be accepted. Since government and public policy deal with human beings, public policy is particularly concerned with the displacement of workers. One must be concerned about this as a short-run problem, even though one has confidence that the necessary adjustments can and will be made in the longer run.

"I suggest to you that together we must find the common answers to our common problems. It is being done in other lands—it had better be done in Canada. Finding those answers will be the measure of continuing the progress that has been made."

The value of communication in the maintenance of healthy, progressive human relations in industry was repeatedly emphasized by both labour and management delegates. J. B. O'Reilly, labour relations representative of Dominion Tar and Chemical Ltd., declared that good two-way communications between labour and management would solve "99 per cent of all their problems outside the cash one."

He recommended joint consultation at the plant level as a means of promoting closer contact between labour and management and greater understanding at contract negotiation time. "At the bargaining table it's tough for both sides to try and rationalize a position or point of view that hasn't been discussed all year," he said. Mr. O'Reilly represented management on a four-man panel discussing the joint role of company and union in planning the activities of labour-management committees.

George Shaw, personnel manager at Courtaulds (Canada) Ltd., urged that management make clear to employees exactly what the company wished to achieve. "Management must give employees the opportunity to co-operate," he said.

In the ensuing discussion of the worker's place in management's plans George Harrop, President of the Cornwall Labour Council, asserted that management had been drifting away from its obligations toward employees. He said labour needed management's confidence in the worker and management's belief in labour's sincerity. What the average worker wants, he said, is a bigger opportunity to help industry attain its objectives.

Hon. Michael Starr, Minister of Labour, has appointed Hon. Justice F. Craig Munroe of the Supreme Court of British Columbia as Chairman of the Conciliation Board established to deal with the dispute between Canadian railways and 17 unions representing non-operating employees.

The other members of the Conciliation Board are A. G. Cooper, Q.C., Halifax, nominee of the companies, and David Lewis, Q.C., Toronto, nominee of the Non-Operating Unions.

Department's Dr J.T. Montague Accepts University Appointment

The University of British Columbia recently appointed Dr. J. Tait Montague as Director of the Institute of Industrial Relations and Associate Professor of Economics. He has been a staff member of the Economics and Research Branch, Department of Labour, for the past 14 years, most recently as Special Assistant to the Branch Director. Dr. Montague has been serving as secretary for the Labour Department-University Research Program.

The university's Institute of Industrial Relations was created in 1960 to encourage an "inter-disciplinary program of research and education" in the labour field. It has supported some 16 research projects in the broad area of industrial relations. Research work by the Institute has been the basis of a community program for labour and management.

Since the Institute was formed, its Director has been Prof. A. W. R. Carrothers of the Faculty of Law, who has been granted a year's leave of absence to study at Harvard University. He will rejoin the UBC law faculty next year.

Dr. Montague received his Bachelor's degree from the University of Western Ontario and his Master's and Doctor's degrees from the University of Toronto. He has written extensively in the industrial relations field.

—Thomas, Ottawa

Dr. J. T. Montague

Well-Known Federal Conciliator, Rémi Duquette Dies at Montreal

Joseph A. R. (Rémi) Duquette, head of the Montreal office and a senior conciliator of the Industrial Relations Branch of the Department of Labour since 1955, died on May 10 after a prolonged illness. He was 56 years of age.

Mr. Duquette began his career in 1928 as a bus driver with Montreal Tramways. From 1932 to 1942 he was a union steward, executive board representative, and organizer. From 1942 to 1948 he was a general organizer for the Trades and Labour Congress of Canada. In 1948, he became Canadian Director of the Upholsterers' International Union.

In 1951 he was appointed a conciliation officer in the Conciliation and Arbitration Service, Quebec Department of Labour, a post that he held until he joined the federal Department of Labour.

Job Discrimination Still Exists, Ontario Research Study Shows

Discrimination in employment is still being practised in Ontario, although it is more than 10 years since the Fair Employment Practices Act was passed, it has been shown by a study undertaken by Dr. Albert Rose, Professor of Social Work at the University of Toronto.

A group of graduate students under Dr. Rose's direction examined the attitudes and records of employers in Windsor, Metro Toronto, London, Hamilton and Burlington.

They found that 43 per cent of the small firms and 10 per cent of the large ones whose representatives they interviewed did not even know of the existence of a law forbidding discrimination in employment on the ground of race, creed, colour, nationality, ancestry or place of origin. Many others admitted that they evaded the law in the hiring process.

Dr. Rose said that the study showed the need for a thorough re-examination of the administration and enforcement of the Act in the province. "The intention of the Government to enforce its own legislation is widely regarded by employers as not serious," he said.

He thought that the study showed the need for greater efforts to enlighten the public and to disseminate information.

NLRB in U.S. Rejects SIU Charge Against Canadian Lake Vessel

The Seafarers' International Union has failed in an attempt to persuade the 13th Region (Chicago) of the United States National Labor Relations Board to assert jurisdiction over, and take action against Upper Lakes Shipping, Ltd. and Island Shipping Limited.

Dismissing unfair labour charges against the employer filed by four unlicensed crew members of the S.S. *Northern Venture*, the Acting Regional Director of the NLRB said that "the vessel was under Canadian registry, it was operated through a series of foreign corporations wholly controlled by Canadian corporations, the crews were hired in Canada and composed of Canadian nationals, all conduct in the case occurred in Canada, and the Canada Labour Relations Board asserted jurisdiction over the crew and certified Canadian unions."

In September 1961 the Canada Labour Relations Board rejected an SIU application for certification for unlicensed crew members of the S.S. *Northern Venture* (L.G., Nov. 1961, p. 1148).

The ship is a Canadian-flag vessel registered at the Port of Toronto, and is chartered by Island Shipping Limited, a Bermuda subsidiary of Upper Lakes Shipping Ltd., a company incorporated under the laws of Canada.

When the ship was preparing for her sea trials on July 10, 1961, having just been delivered to her operators after her conversion to a bulk carrier of the Great Lakes type, about eight or ten crew members walked off the ship. The order to cast off lines had already been given.

A company statement said these unlicensed seamen had not been dismissed and none had attempted to rejoin the vessel.

Four of them, however, acting through the SIU, filed a "charge against employer" with the Chicago Regional Director of the NLRB, alleging a number of unfair labour practices. The charges were dismissed on April 19.

The decision reads, in part, as follows:

As a result of our investigation, it was concluded that assertion of jurisdiction was unwarranted since the investigation indicates that except for ship's voyages between Canadian and American ports and possible American interests in ship's ultimate owners, all substantial contacts are Canadian. In this regard it was noted that the vessel was under Canadian registry, it was operated through a series of foreign corporations wholly controlled by Canadian corporations, the crews were hired in Canada and composed of Canadian nationals, all conduct in the case occurred in Canada, and the Canadian Labour [Relations] Board asserted jurisdiction over the crew and certified Canadian unions. I am, therefore, refusing to issue complaint in this matter.

Canada's Oldest Bookbinder, 84, Retires after 65 Years in Trade

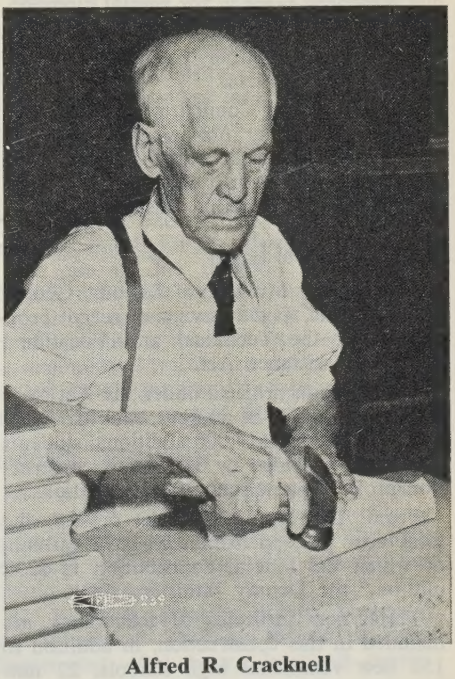
Alfred R. Cracknell of Toronto has retired after 65 years of continuous service in the bookbinding trade. He is 84 years of age and was known as Canada's oldest bookbinder.

A bookbinder with Canada Law Book Co. Ltd. for 60 of his 65 years in the trade, Mr. Cracknell was a member of Local 28, International Brotherhood of Bookbinders (CLC).

He was presented with a copy of the new edition of the Bible, bound in morocco leather by the Canada Law Book bindery. It contained a message inscribed by the bindery workers and R. L. Cartwright, company president. He was given additional recognition by a separate gift from Mr. Cartwright.

Mr. Cracknell began his career as an apprentice with Carswell's, legal bookbinders and publishers, Toronto. In 1901, having completed a five-year apprenticeship and now a master binder, he began his long association with Canada Law Book Publishing Co.

The International Brotherhood has accorded Mr. Cracknell life membership.



Alfred R. Cracknell

Third Meeting, National Technical and Vocational Training Advisory Council

Planning begun for National Technical and Vocational Training Conference Council recommends that Government pay 75 per cent of construction costs of training facilities approved before Sept. 1 rather than built before next March

At the third meeting of the National Technical and Vocational Training Advisory Council, planning for a National Technical and Vocational Training Conference was begun and a recommendation was made that the federal Government pay 75 per cent of the cost of construction of training facilities for which applications are received and approved by September 1, 1962; in effect, this would waive the requirement that projects must be completed before March 31, 1963 to qualify for the larger federal share.

The meeting, held May 9 and 10 in Ottawa, also recommended to the Minister of Labour that the basis of representation on the Council be changed to permit membership of more representatives from organizations directly interested in education and training and fewer from among provincial directors of technical and vocational training.

The problem of drop-outs in the training of unemployed, the importance of curricula for the federal-provincial technical and vocational education programs, and interprovincial standards came in for special attention.

Chairman of the meeting was Dr. G. Fred McNally, former Chancellor of the University of Alberta.

The 23-member Council, which represents management, labour, provincial governments and other interested organizations, was established last year under the Technical and Vocational Training Assistance Act.

Deputy Minister of Labour

The Deputy Minister of Labour, George V. Haythorne, gave a review of recent progress under the Technical and Vocational Training Assistance Act.

Construction projects under the Act were increasing rapidly in number, said Mr. Haythorne. Space for 113,000 additional students was being provided by 331 major construction projects—new schools and additions.

From April 1, 1961 to the present, the total cost "is approximately $357 million, of which the federal contribution is $232 million," the Deputy Minister said.

Three new institutes of technology are included in this construction, in addition to 158 new vocational high schools, 22 new trade schools, and 11 new combined institutes of technology and trade schools. There are also some 138 major and 81 minor additions to existing training facilities.

Now that these facilities were well under way, said Mr. Haythorne, it was time to give more attention to their equipping, the training of teachers, and the development of curricula. He particularly stressed that these schools should maintain close liaison with the needs of industry in course orientation and content. The development of closer co-operation between provincial and federal agencies was also an urgent matter, he said.

National Conference

The Council discussed the holding of a National Technical and Vocational Training Conference, to be preceded by a series of introductory or regional conferences. The details are to be worked out in committee.

W. A. Crawford, Council member representing the war veterans, and former Director of the Vocational Training Branch, Department of Labour, presented the report of a subcommittee set up at the last meeting of Council to study the advisability of holding such a conference. Other members of the subcommittee were J. W. McNutt, Director of Vocational Education, New Brunswick Department of Education, and Regional Director, Canadian Vocational Training; and Jean Delorme, Director General of Studies, Quebec Department of Youth.

The convening of such a national conference had been suggested by Max Swerdlow, Director of Education, Canadian Labour Congress, during last November's meeting of the Council. "The general purpose of the conference would be to encourage and promote the establishment of more and better courses and training programs to meet the ever-increasing demand for highly skilled tradesmen and technicians in a rapidly changing economy," stated the subcommittee's report. It emphasized that thorough advance preparation would be necessary for the national conference, which should be preceded by regional or provincial conferences within the fiscal year 1962-63. The national conference was envisaged for the fall of 1964. It would have 300 to 500 delegates.

The Council unanimously carried a motion that details for a national conference, with preliminary regional conferences as an integral part of the proposal, be worked out by a subcommittee in time for the next meeting of the Council in November. The subcommittee has yet to be selected.

Proposal to Extend Agreement

The Council discussed at some length a recommendation, to be placed before the federal Government, to extend the deadline for certain provisions of the Technical and Vocational Training Assistance Act.

The federal Government's contribution of 75 per cent for construction or enlargement of facilities for technical and vocational training will be reduced to 50 per cent after March 31, 1963.

So that projects that were planned on the 75-25 basis but may not be completed by the deadline could qualify for the larger contribution, the Council recommended that applications received and approved by September 1, 1962 be still eligible for the 75-per-cent federal share.

Representation on Council

The meeting agreed to recommend to the Minister of Labour that membership of the Council be changed to give increased representation to management, labour, and other organizations directly interested in education and training in Canada, and less to directors of technical and vocational training.

The present Council has three representatives from employer organizations, three from organized labour, one from women's organizations, one from agriculture, one representing Canadian veterans, one from the Canadian Association of Administrators of Labour Legislation, and ten provincial directors of technical and vocational training.

The proposed membership would include three representatives from national labour organizations, three representatives from national employer organizations and one each from the National Council of Women of Canada, the Canadian Education Association, technological education, the Canadian Vocational Association, the Canadian Teachers Federation, and agriculture or other primary industries; and ten representatives from provincial technical and vocational training advisory councils; three representing organized labour, three management and four education in its broad sense (possibly home and school groups, universities, adult education, etc.).

Although after the proposed change fewer directors of technical and vocational education would serve on the Council, directors would still attend meetings to assist Council in performing its functions.

The first national advisory body to the Minister of Labour was formed in 1943 and was known as the Vocational Training Advisory Council. In 1961, after enactment of the new technical education act, the name of the Council was changed to National Technical and Vocational Training Advisory Council and the membership was increased from 20 to 23.

Training of Unemployed

R. H. MacCuish, Assistant Director, Technical and Vocational Training Branch, reported on the training of unemployed. The federal-provincial program was growing but the selection and counselling of students should be improved, he said.

At March 31, 1961, there were 5,763 unemployed persons in training in Canada. New enrolments from April 1, 1961 to February 28, 1962 were 18,746, which indicates that 24,509 received training during this period, considerably more than during the previous year, when 10,744 were trained.

As an example of the effectiveness of the program, Mr. MacCuish reported that in Ontario, approximately 80 per cent of the persons who have completed unemployed training have found immediate employment.

"Basic Training for Skill Development" courses are given by the provinces to upgrade and prepare applicants for trade or service training. In British Columbia approximately 50 per cent of those completing the basic training program entered specific vocational training programs for which they were not previously qualified.

The problem of drop-outs, prevalent in the training of unemployed as in the regular schools, came in for considerable discussion.

In spite of the progress being made, Council cautioned against complacency on the part of training officials. It was decided to reconstitute a subcommittee of Council on unemployed training to study the results of last year's program and to make suggestions for the current year.

Curriculum Development

A recommendation that steps be taken to increase co-ordination between provinces in the development of curricula in Canada's technical and vocational high schools was unanimously approved.

C. R. Ford, director of the Technical and Vocational Training Branch, Federal Department of Labour, described curric-

The National Technical and Vocational Training Advisory Council together with officials of the Department of Labour. Seated (from left): A. W. Crawford, former Director, Vocational Training Branch; J. S. White, Director of Technical and Vocational Training, British Columbia; S. T. Payne, Vice-President, CNTU; C. Ross Ford, Director, Technical and Vocational Training Branch; Dr. G. Fred McNally, Council Chairman; George V. Haythorne, Deputy Minister of Labour; Mrs. Saul Hayes, President, National Council of Women; and N. D. Cochrane, New Brunswick Deputy Minister of Labour. Standing: W. W. Sharpe, Shopwork Supervisor, Department of Education, Saskatchewan; P. D. Dalton, Canadian Construction Association; W. H. Swift, Deputy Minister of Education, Alberta; George E. MacDonald, Supervisor of Vocational Schools, Nova Scotia; W. F. McMullen, Canadian Manufacturers' Association; Jean Delorme, Director General of Studies, Department of Youth, Quebec; J. W. McNutt, Director of Vocational Education and Regional Director, Canadian Vocational Training, New Brunswick; Malcolm MacKenzie, Deputy Minister and Director, Department of Education, Prince Edward Island; J. A. Ferguson, Canadian Federation of Agriculture; Fraser Fulton, Canadian Manufacturers' Association; and L. M. Johnston, Assistant Superintendent of Secondary Education and Regional Director, Canadian Vocational Training, Ontario Department of Education.

ulum development as an "urgent problem" in view of the expanded building program currently underway.

It was essential, he said, that increased emphasis be placed by the provinces on the development of training programs so that greater standardization could be achieved in technical and vocational education.

The Council recommended that the Department of Labour call a meeting later this year at which provincial and federal specialists in curriculum development could evaluate existing provincial programs and make recommendations for achieving greater co-ordination in training programs.

Technical Education for Rural Industries

A national conference to deal with technical education in agriculture and other primary industries especially for those living in rural areas was proposed by the Council after consideration of a report on the needs of vocational education in agriculture. The report was prepared under the Department's Research Program on the Training of Skilled Manpower.

The conference, suggested for early fall, would investigate all facets of technical and vocational education in the primary industries. The hope is that the meeting will make recommendations helpful in forming the basis for action in meeting the developing needs of these industries.

Training in Industry

A report was presented on the new and expanding program of training in industry that is developing through the co-operative efforts of management, labour and provincial governments.

The program provides for three types of training: supervisory and management education; upgrading, including basic training for skill development; and specialized training and retraining.

A report on supervisory and management education being carried on under federal-provincial agreements on a 50-50 cost-sharing basis showed that last year about 1,500 persons received supervisory and management training. The program this year is expected to expand rapidly, with the addition to the staff of the Technical and Vocational Training Branch of a specialist in the field to assist the provinces in the development of these programs.

Apprenticeship

A report of the 13th meeting of the Apprenticeship Training Advisory Committee (L.G., March, p. 299) was submitted by W. J. Hurd, Apprenticeship Training Officer, Technical and Vocational Training Branch.

Among other subjects, the report dealt with the importance of:

—The development of recognized levels of competence in all trades and training programs.

—The establishment of well-defined routes by which these levels can be reached.

—The continued development of more adequate courses of study for interprovincial use.

—Consideration of the development of new and more flexible means for testing applicants who wish to enter an institute of technology.

—Recruitment and training of many more vocational teachers to staff about 300 new schools and additions to existing ones.

—Co-ordination of all manpower training programs on the provincial level.

Report of the Director

C. R. Ford, Director, Technical and Vocational Training Branch, reported on the forum he participated in at the 2nd Canadian Conference on Education (L.G., April, p. 399). The forum had dealt with the education and training of two main groups of persons: youths still in the formal school system, and persons already in the labour forces, both the employed and those seeking work.

Among areas singled out as requiring immediate research attention were: educational techniques and curricula; drop-outs and failures; occupational requirements; the apprenticeship system in all its aspects; and work study programs such as "sandwich" and "day release" courses.

It was suggested and stressed that the provinces get together in setting standards in all courses, as this would assist the mobility of the labour force. Adequate upgrading of unemployed persons in their present occupations would greatly facilitate their placement, the report also emphasized.

Mr. Ford also reported on other forums at the Canadian Conference on Education. Forum "E" declared that "special attention must be paid to the content of all programs for adults, with emphasis on high standards of achievement." It also recommended the inclusion of pre-vocational training in programs qualifying for the current federal and provincial assistance.

Reporting on technical and vocational teacher training, Mr. Ford said survey results showed that there were some 325 to 350 vocational teachers in training during 1961-62, of which 280 were in Ontario. No serious shortage of trained teachers at the craftsman level was foreseen for September 1962, but a crash program will be needed during 1962-63, when more than 2,000 teachers will have to be trained for the opening of new schools.

Student places to be provided by the construction projects approved at April 24 number 105,000; this number would require 3,000 additional teachers, said Mr. Ford. He then outlined the progress being made in the different provinces, and described as "a most encouraging move" the planned establishment of a centralized Maritime Provinces Technical and Vocational Teacher Training Centre in Moncton, N.B.

Recommendations of Vocational Training Directors

J. S. White, British Columbia Director of Technical and Vocational Education, presented recommendations from the May 7 and 8 meeting of the provincial Directors of Vocational Education. With some changes, these were adopted as resolutions by the Advisory Council.

The first resolution called for a study by the Department of Labour as part of the Research Program on the Training of Skilled Manpower to analyze and report on past and current studies of drop-outs and to determine for slow learners or early

drop-outs the occupations that are: safe from automation, offer steady employment, do not require a high level of education but do require training, and are free from specific entrance qualifications.

A second resolution called for a Department of Labour survey and study, in co-operation with the provinces, of guidance services in school systems in Canada and other selected countries, and of guidance services available outside the regular school systems.

A third resolution arose from the technological changes taking place in teaching. It recommended that the Department undertake a study of the various methods of conducting "programmed learning", of the teaching machines available for such system, of the place of the instructor in programmed learning, and of the trends in programmed training.

The resolution instructed the Department to follow up this study with information to the Advisory Council to assist the latter in making decisions on the incorporation of programmed learning in vocational education programs.

The next meeting of the National Technical and Vocational Training Advisory Council will be held in early November.

First Meeting, National Advisory Council on the Rehabilitation of Disabled Persons

Appointed under provisions of new Vocational Rehabilitation of Disabled Persons Act to advise Minister of Labour on rehabilitation matters, Council members study terms of new Act and federal-provincial agreements under it

The newly appointed National Advisory Council on the Rehabilitation of Disabled Persons met for the first time, in Ottawa, on May 14 and 15. Brig. James L. Melville, Council Chairman, presided.

The Council was appointed under the provisions of the new Vocational Rehabilitation of Disabled Persons Act to advise the Minister of Labour on matters relevant to the vocational rehabilitation of disabled persons under the terms of the new Act, and the co-ordination of rehabilitation services.

The Council is made up of representatives of provincial governments, voluntary agencies, the medical profession, the universities, organized employers, organized labour and federal government departments.

As this was the first meeting since the passing of the new legislation, its primary purpose was to study the terms of the new Act and the Agreements now being concluded with the provinces, as well as the various related government programs. Officers of the Departments of Labour, and National Health and Welfare, and of the National Employment Service described their programs and the ways in which they relate to the development of a comprehensive rehabilitation program in Canada.

Brig. Melville announced that agreements had already been signed by Prince Edward Island, Nova Scotia, New Brunswick, Ontario, Manitoba and Alberta, and that the other provinces were concluding their discussions preliminary to signing. The agreements provide for sharing on a fifty-fifty basis between the Department of Labour and the provincial Governments the cost of any service or treatment, not available from other sources, that is necessary to restore a disabled person to gainful employment. The Department will also contribute to the operation of provincial co-ordinators' offices.

Deputy Minister of Labour

George V. Haythorne, Deputy Minister of Labour, told the Council that the rehabilitation program is taking on a new importance with the passing of the new Act and the signing of new federal-provincial rehabilitation agreements.

The results of the rehabilitation program to date have shown that, with help of the right kind, disabled persons are enabled to take their place in the community and contribute to the economic life of the country rather than remain dependent on public assistance, Mr. Haythorne said.

He believed it was important to identify clearly the methods and techniques required to accomplish this. For this reason he was pleased that provision had been made in the legislation for research. Through research the types of diagnosis and counselling required to produce desired results are revealed.

He suggested that the methods used in rehabilitation could well be extended with considerable benefit to all those who are handicapped by social and economic problems.

Report of the National Co-ordinator

Ian Campbell, National Co-ordinator, Civilian Rehabilitation, outlined the progress that has taken place in developing rehabilitation services in Canada. He commented on the high standard of services that have developed and expressed the hope that the new legislation would lead to expansion of these services while maintaining these high standards.

The new legislation had been developed with the advice of provinces, voluntary organizations and federal departments. It lays a solid base on which to develop a comprehensive national program, he said.

Mr. Campbell reported a continuing increase in medical facilities necessary to rehabilitate the disabled. New training schools for physiotherapists and occupational therapists have been opened in Manitoba and British Columbia.

There has been an increase in the staff employed in the provinces, and more Special Placement Officers have been employed; this has been reflected in the number of disabled persons who have been returned to vocational usefulness.

Referring to statistical studies and reports provided to the Council for study, Mr. Campbell drew attention to the increased number of persons who had received vocational training.

The number of disabled served by the program and brought back to vocational usefulness had increased steadily up to 1961. Last year, however, there was little increase, Mr. Campbell said, and it was obvious that, in relation to the known incidence of disability in Canada, too few people were being referred to provincial rehabilitation programs.

Stressing the need for early treatment of disabled people, Mr. Campbell said that the time needed to rehabilitate a disabled person varies in proportion to the time that has passed before he is referred to rehabilitation. Among recent cases, more than 48 per cent of those referred within six months of the onset of disability were rehabilitated in less than five months. Rehabilitation of those referred five to ten years after their disability began took longer than two years.

Mr. Campbell noted also that on the basis of a study of reports submitted it was becoming evident that early referral to rehabilitation services should be made in all cases where disability resulted, even when it appeared that disabled persons were apparently able to plan their own program of vocational readjustment. Not only did this help the disabled person in the initial stages to assess his plans realistically with trained advisers but gave him the confidence of knowing he had the support of competent authorities, as well as a resource to call upon if his plans did not work out as expected.

Prevention of Dependency

"We are all aware of the incidence of disability in Canada," Mr. Campbell said. "We are becoming increasingly aware of the heavy financial burden of dependency and we know that in the philosophy and principles of rehabilitation, we have means of assuring that in many cases the need for public assistance can be avoided. We must face up to this problem realistically. Our efforts to prevent dependency must be increased.

"As far as the disabled are concerned, we are now in an excellent position to apply our knowledge constructively. We now have in the Vocational Rehabilitation of Disabled Persons Act a firm declaration of the support which the Government of Canada can give to provincial programs."

Reporting on a study of 7,975 disabled people who had received services under provincial rehabilitation programs, Mr. Campbell said these people and their 6,035 dependents had been costing more than $5,400,000 a year for support. Now, after vocational rehabilitation, they are earning a total of more than $14,400,000 a year. They are now contributing members of society, rather than a burden on their communities and families.

Barriers Removed

Many of the barriers to an adequate program have been removed. Hospital insurance has helped make extensive use of treatment facilities available, vocational training programs have been expanded and imagination applied to the types of training which can be given with a view to gainful employment. The new welfare grants recently announced will be a further assistance to the program.

Mr. Campbell emphasized the need for more adequate staff and an expansion of facilities for treatment and assessment. Greater use should be made of those facilities for vocational training that are expanding so rapidly at the present time. We need to step up our placement efforts and invite a more vigorous participation of both labour and management, who have given assurances of their interest and support in the past.

Mr. Campbell commented on rehabilitation programs and facilities he had observed in European countries from which he had just returned. Although standards of services in Canada are high and compare favourably with those he had seen

in these countries, the quantity of services is much smaller in Canada. The European Social Charter places certain obligations upon the nations within the Common Market area. The charter affirms the right of each individual, disabled or not, to vocational guidance and vocational training as required.

It is not surprising, therefore, that the whole concept of rehabilitation is more broadly established than in North America, he said. In a number of these countries, facilities and services are much more adequately equipped and, in comparison to our situation, lavishly staffed. Consequently, the numbers of those rehabilitated in relationship to the total population is larger than in Canada.

The trend in all these countries is to extend the benefits of vocational rehabilitation to all types of handicapped persons, including not only the physically handicapped, but also those who, for one reason or another, are unable to provide for their own support.

In all these countries, however, the responsibility for co-ordination of services is not placed definitely with one authority. Officials felt that many delays could be eliminated if, as in Canada, co-ordination of services was provided for more adequately. "So perhaps, while learning much from these countries, we have something to contribute in return", Mr. Campbell said.

Assistant Co-ordinator

Noel Meilleur, Assistant Co-ordinator, Civilian Rehabilitation, reviewed developments in the provinces. Greater emphasis had been placed on case finding and the establishment of efficient and practical assessment procedures, he noted.

Vocational Training

C. R. Ford, Director of Technical and Vocational Training, Department of Labour, said that under federal-provincial training agreements, 2,658 disabled persons were taking training during the year ended March 31. Training had been provided in about 90 different subjects, ranging from university courses to dressmaking.

He cited statistics on the numbers of disabled persons who received training under Program 6, the special program for disabled persons, and the types of training they had obtained.

Medical Rehabilitation Grant

Dr. J. H. Horowicz and Dr. O. Hoffman of the Department of National Health and Welfare described the assistance that is available through the Medical Rehabilitation Grant. They also pointed out how the other Health Grants and the Hospital Insurance program are utilized in making available many of the facilities and services required for medical restoration.

Assistance in training of medical and other health services personnel is also provided under the Health Grants program.

Dr. Hoffman also gave details on the Blindness Control Program, which has been in operation since 1948. Since the inception of the program, 843 persons have been treated, 652 so successfully that they are no longer blind.

Mr. John Osborne of the same department reported on federal-provincial assistance programs. These include the Disabled Persons Act, under which the federal Government shares with the provinces in providing assistance to the totally and permanently disabled.

A new Welfare Grant has recently been announced that will provide for research in the welfare fields and, through training grants, scholarships, etc., assist in the training of personnel to work in various types of welfare work.

Placement of Disabled

C. A. L. Murchison, Commissioner, Unemployment Insurance Commission, reported on the operation of the National Employment Service in the selective placement of the disabled. In larger centres, full-time Special Placement Officers are employed. In smaller areas officers are trained to provide this specialized service in addition to other duties.

Expansion of the special placement service has taken place as need has indicated. During the past four years local Employment Offices have increased from 193 to 201. In 1958, only 26 offices had full-time special placement officers; these numbered 167. Today there are 259 full-time special placement officers in 110 offices.

During 1961, Mr. Murchison said, Special Placement Officers placed 18,071 handicapped persons in employment.

Another development reported was the appointment of Employment Liaison Officers to provide liaison between local NES offices and the provincial rehabilitation authorities. The liaison officer serves as a member of the rehabilitation assessment team, advising on the employment and training aspects of individual plans being developed for handicapped persons and to evaluate the employability of those rehabilitated.

Mr. Murchison emphasized that in many cases the physical limitations of the disabled persons were not nearly so significant a

deterrent to their employment as the lack of education and training. With the increasing use of automation, requirements for top physical condition are lessened but the necessity for a sound educational background becomes increasingly important.

Fourth Constitutional Convention of the Canadian Labour Congress

Decides to launch organizing drive among white-collar workers, to continue its "open-door" policy toward all unions prepared to abide by CLC principles, and to initiate study of ways to solve jurisdictional disputes. Jodoin re-elected

At its fourth constitutional convention, held in Vancouver from April 9 to 13, the Canadian Labour Congress decided to:

—Launch an organizing drive to recruit more white-collar workers as union members.

—Continue its policy of welcoming as affiliates all unions prepared to accept the CLC constitution, principles and policies and of helping members of unions that refuse to meet this condition to become members of CLC unions.

—Initiate a study of the problem of jurisdictional disputes and of their solution.

—Approve a number of suggestions designed to "raise the effectiveness of our work force as it tries to meet the challenge of increased efficiency in other countries."

The convention adjourned with one question unanswered: Will the United Brotherhood of Carpenters remain in the CLC? The Carpenters' delegation walked out of the convention on the evening prior to the presentation of a special committee's report that found the Carpenters guilty of violating CLC principles in organizing Newfoundland loggers after the International Woodworkers of America had been decertified by an Act of the Newfoundland Government.

Claude Jodoin, President of the Congress since its formation, was re-elected, as were Secretary-Treasurer Donald MacDonald and Executive Vice-President William Dodge. The other Executive Vice-President, Stanley Knowles, declined to seek re-election and was succeeded by Joe Morris, a former Pacific Regional Vice-President.

A former Ontario Regional Vice-President, Andrew Cooper, Canadian representative of the Carpenters, was not nominated for re-election.

The convention adopted resolutions on international affairs, economic policy, legislation and social security.

Organization Committee

Resolutions dealing with the problem of jurisdictional disputes, and CLC policy toward admission of communist-dominated and employer-dominated unions and unions previously expelled were adopted by the convention during discussion of the report of the organization committee. The committee was chaired by J. Harold Daoust, Canadian Director of the United Textile Workers of America.

The delegates gave approval also to a policy statement on the organizing of white-collar workers.

Jurisdictional Disputes

The organization committee recommended a substitute resolution in place of two that would have given the CLC Executive Council the power to settle jurisdictional disputes between affiliates. Debate on the substitute resolution was brief, likely because only the afternoon before the convention had debated at great length a proposed amendment to the constitution that would have had the same effect.

The substitute resolution was passed. It instructed the Executive Council to make a comprehensive study of the problem of jurisdiction disputes and of their solution by arbitration and other methods, and asked the Council to consider establishing, without amending the constitution, machinery for "just and reasonable" settlement of such disputes.

One of the resolutions replaced by the substitute had recommended a procedure for the settlement of jurisdictional disputes. The procedure was similar to that adopted by the AFL-CIO at its December convention (L.G., Jan., p. 38). The other called for a code of ethics that "the Executive shall have power to enact and implement."

Affiliation Policy

The CLC reaffirmed its "open-door" policy toward all unions seeking admission to its ranks provided they are "prepared to accept without reservation its constitution, principles and policies."

It also resolved to continue to help all workers who are at present in unions that refuse to meet this requirement should they wish to become "part of the free trade union movement."

The same resolution, a substitute for nine others, commended unions that have "pursued this policy."

All nine of the substituted resolutions either condemned raiding or called for a halt to all raiding, both of CLC affiliates and of unions outside the Congress. Many of the delegates who took part in the debate on the substitute resolution complained that the committee's substitute made no reference to raiding but that it did contain an idea not present in the original resolutions: to help all workers in unaffiliated unions to gain admission to the CLC. This was a call to civil war, one delegate said.

Most of the complaints came from delegates whose leftist leanings had long been apparent. This led Larry Sefton, Director of District 6, United Steelworkers, to defend his union's campaign to replace the International Union of Mine, Mill and Smelter Workers as bargaining agent for hard-rock miners.

"Our union is in the hard-rock field by right," he said. "We are not going to have rule by riot. The Mine-Mill history of the last five years has been one of sneaking in the back door."

Murray Cotterill, Canadian Public Relations Director of the Steelworkers, asserted that the officers of Local 598 [the Sudbury, Ont., local of the Mine, Mill and Smelter Workers] "are wondering how it can be that democratically elected officers cannot operate."

Then Ron Booker, President of the Steelworkers local that supplanted the Mine-Mill union in Port Colborne, Ont., told the delegates not to be misled by charges that the take-over was inspired by the Steelworkers. "It was inspired by the members themselves in the first democratic election they had been allowed to participate in," he said.

Louis Laberge, President of the Montreal Labour Council, ended the debate with the remark that all the substitute resolution said was that "we want in the Congress the unions who are good unions."

The substitute resolution was adopted.

Another resolution would have empowered the CLC, on application by a local labour council, to issue a direct charter to a union "whose absentee officers are hundreds of miles away and are unable or unwilling to serve the members properly." The committee's recommendation that the resolution be rejected was upheld by the convention.

The committee recommended rejection of another resolution that would have granted the CLC authority to accept affiliation of the Confederation of National Trade Unions without having to obtain authority from individual affiliates. But the convention voted instead to refer the resolution back to the committee.

White-Collar Workers

The convention was asked to approve the policy adopted by the Executive Council in March regarding the organization of white-collar workers. The policy was approved.

The policy statement was substituted for a resolution that called for the establishment of a special branch in the CLC Organization Department to promote the organization of white-collar workers.

The policy calls for the establishment of a white-collar organizing committee consisting of one representative from each interested affiliate. The committee will "coordinate organizing activity, provide information, plan the education program, survey resources available, and investigate organizing prospects with a view to determining priorities."

The Congress will make staff available as far as possible to assist in organizing, and initiate a special training program for both Congress representatives and affiliates' organizers assigned to white-collar organizing.

Also called for in the policy statement were:

—A study by qualified people to determine the attitudes of white-collar workers toward trade union organization.

—Preparation of special articles for distribution to labour publications.

—Avoidance of conflicting organizing activities by affiliates.

—Attempts to obtain agreements on jurisdiction in order to confine organizational activity in each campaign to one affiliate only.

—Strict enforcement of the CLC Code of Organizing Practices if such agreements are unobtainable.

Public Service Employees

Two resolutions that instructed the Congress to promote the right to strike for all workers were adopted. They were submitted by Toronto locals of the National Union of Public Service Employees.

One resolution recalled that public service employees in Quebec had been deprived of the right to strike by provincial labour laws; the other, that the right is denied to public service employees by municipal, provincial and federal governments.

A third resolution that asked the CLC Executive Council to set up a committee to enquire into the problem of jurisdiction in the public service with a view to creating a single public service union was referred to the executive for investigation.

Another resolution dealing with mergers was carried. It directed the incoming Executive Council to intensify its encouragement of mergers between unions with similar jurisdiction.

Co-ordinated Bargaining

The organization committee recommended non-concurrence in a resolution that asked the CLC to become the leader in the fight for improved wages, reduced hours of work, and better conditions of work, and co-ordinate the activities of all unions in this fight. The committee did not support the resolution because it would take autonomy away from affiliated unions.

Committee chairman J. Harold Daoust explained that the Congress would have no objection to taking the leadership if affiliates requested it, "but to make it mandatory would take away autonomy." William Mahoney, Canadian Director of the Steelworkers, added: "You cannot pass on to the Congress the job of collective bargaining. Let's leave the Congress to do the job it's equipped to do."

The Congress was prepared to assist affiliates in getting together on common problems, said Mr. Mahoney, who is one of the four General Vice-Presidents of the CLC.

Committee on Constitution and Laws

An attempt to amend the CLC constitution to give the Executive Council authority to prevent the move of a union into a jurisdiction already organized by another union was turned back by the convention.

Specifically, the resolution, submitted by the National Union of Public Employees, would have given the Executive Council authority to treat such extensions of jurisdiction "as though they were raiding." Under the constitution, the Executive Council is compelled to submit to the convention a charge of raiding that it has not been able to settle by voluntary agreement between the accusing and accused affiliates. In the past, unions found guilty of raiding have been expelled.

The committee on constitution and laws recommended non-concurrence in the resolution.

R. P. Rintoul, National Director of NUPE, explained that each time his union had taken a jurisdictional problem to the Executive Council it had been told: "We can't do anything about it; we have no authority." The resolution was an attempt to give the Council authority.

Another NUPE delegate said the committee should have recommended the same policy adopted by the AFL-CIO instead of recommending non-concurrence.

Committee chairman Joe Morris, Director, District 1, International Woodworkers of America, said acceptance of the resolution would bring about "a continuous fight." Some other machinery, apart from raiding, would have to be found to determine jurisdiction, he said.

Murray Cotterill, Canadian Director of Public Relations, United Steelworkers, declared the only way to solve the jurisdiction problem was by mutual consent, not by rewriting the constitution to give the Executive Council theoretical power. "To solve the problem by enforcement and not give them the power of enforcement is a pious resolution."

Bill Dodge, CLC Executive Vice-President, remarked that there was nothing unchanging about jurisdiction because of changing methods.

Donald MacDonald, CLC Secretary-Treasurer, said the resolution asked the Congress to apply the same procedure on jurisdiction as it does on raiding. "If an affiliate is found guilty of raiding, the CLC has no alternative but to suspend. If the next convention upholds this decision, then it has no alternative but to expel.

"What this resolution says is that if any affiliate decides to extend its jurisdiction by amending its constitution, we must charge that affiliate with raiding. If we find that affiliate has extended its jurisdiction, we have no alternative but to expel."

David Archer, President of the Ontario Federation of Labour, said the resolution seeks to give the Congress authority to hand out jurisdiction, "but no union here would accept the decision, and would rather disaffiliate."

Bert Groves, international representative of the Bookbinders, said that an international union can't have one jurisdiction in

Canada and another in the United States. "I can't see any international submitting its jurisdiction to a body like this."

Some delegates attempted to debate the clash between the Steelworkers and the Mine, Mill and Smelter Workers in Sudbury, and between the Carpenters and the IWA in Newfoundland but were ruled out of order.

The committee's recommendation of non-concurrence was approved by a large majority.

Affiliation

An amendment to the membership article of the constitution was sought by the Marine Workers' Federation, Halifax. The constitution and laws committee recommended referral of the solution to the Executive. The convention approved the recommendation.

The constitution permits the Executive Council to issue charters or certificates of affiliation to unions seeking to join the CLC provided they are not in conflict with the jurisdiction of already affiliated unions. The proposed amendment would have removed this proviso.

Recommending referral to the Executive for study of "the advisability of making some change in the constitution to facilitate the affiliation of organizations at present outside the Congress," Joe Morris, committee chairman, explained there was "a question of dual jurisdiction, a question of former affiliates who have left the CLC, and a question of groups that have never been admitted because of a veto by one or more affiliates."

Non-concurrence was recommended also in a resolution proposing that "expulsions be considered by the convention and not merely by the Executive Council before action is taken." Committee chairman Morris said "the right of suspension must be left in the hands of the Executive Council and the right of expulsion in the hands of the convention."

Bill Mahoney, a CLC General Vice-President, added that if the right to suspend were taken away from the Congress, a union could violate the constitution immediately after a convention and escape suspension for two years, until the next convention. "You shouldn't render the officers you elect helpless to operate between conventions."

The committee's recommendation was approved.

Carpenters—IWA Dispute

The report of the special committee appointed to investigate charges of raiding laid by the International Woodworkers of America against the United Brotherhood of Carpenters and Joiners was submitted to the convention by CLC President Claude Jodoin, who moved its adoption.

The Carpenters' delegation was not present in the hall, having walked out moments before the close of the previous day's session.

The report repeated the special committee's proposal for settlement of the disputes outlined in a letter sent in March to both unions to the warring unions (L.G., April, p. 396). The CLC Executive Council had approved the report, Mr. Jodoin said before reading it to the convention.

The Carpenters' walkout came just before adjournment Wednesday afternoon while the convention was dealing with the report of the Organization committee; it took the delegates by surprise. George Bengough, one of the two top Canadian officials of the union, went to the microphone during the discussion of a resolution dealing with policy for organizing white-collar workers. He said:

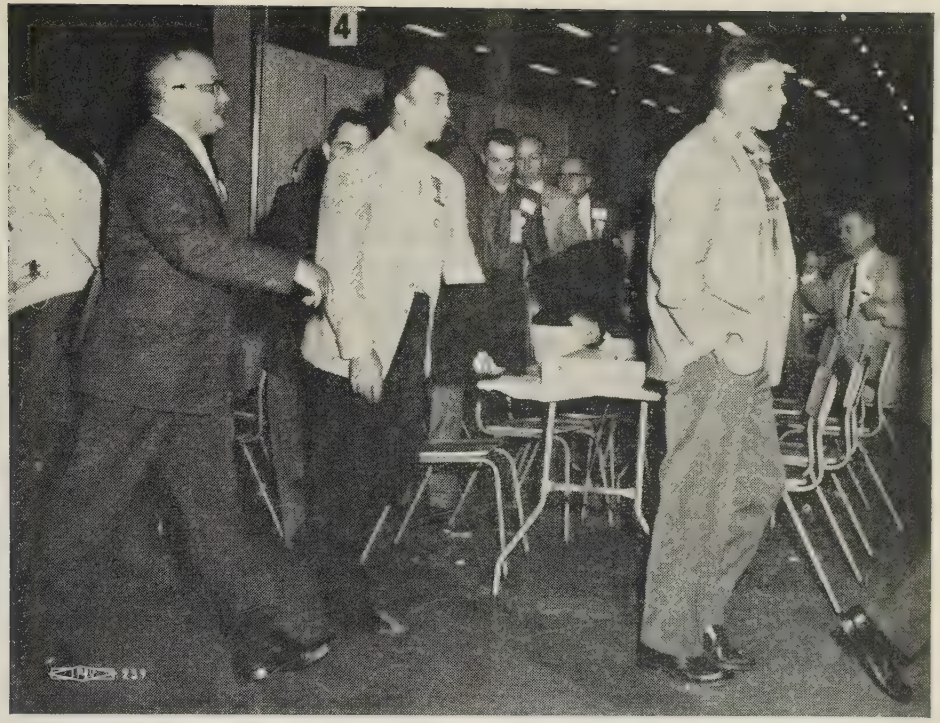
"The report that is to be brought in tomorrow convinces us that the Carpenters are not receiving fair treatment. Therefore, we are going to leave this convention until we can be assured that we will get fair treatment."

The Carpenter delegates—they numbered almost 70—then walked out of the hall. Mr. Jodoin expressed surprise, because the report on the dispute had not yet been brought before the convention.

When Mr. Jodoin introduced the report the next day, he asked if a representative of the Carpenters was in the hall to present that union's case; there was no answer.

At the end of April, the United Brotherhood of Carpenters signed a two-year collective agreement covering both the Anglo-Newfoundland Development Company Limited and Bowater's Newfoundland Pulp and Paper Mills Limited. A similar agreement was signed with the Newfoundland Contractors' Association, which represents private woodlot owners.

Included in the new agreements, according to press reports of the signing, is a union shop provision requiring new employees to join the Carpenters within seven days of beginning work, and old employees to maintain their membership in the union. There is also a check-off clause in the contract.



WALKOUT—The Carpenters' delegation leaving the CLC convention.

The special committee's report repeated the Woodworkers' contention in support of its allegation of raiding by the Carpenters, and reported the steps taken by the committee, including an on-the-spot enquiry by CLC Vice-President Joe Gannon and Atlantic Regional Director Henry Harm.

"It is important to remember, in this dispute, that the basic matter of union jurisdiction is not involved," the report then said. "Both of these affiliates have exercised parallel jurisdiction over loggers for many years . . . .

"The question here involved is, has there been actual raiding by the United Brotherhood? The committee cannot establish that such has been the case . . . .

"The fact is that at the time of intervention of the Carpenters there was no 'established bargaining relationship' or 'established collective bargaining relationship' between the IWA and the companies concerned . . . "

There can be no question, however, "that the policy of the United Brotherhood in the matter is contrary to the policies of the Congress," the report declared.

The committee believed it to be fundamental that workers should be able to select their own bargaining representative. "In this case, some of the loggers have apparently joined the United Brotherhood, while some remain members of the IWA; but the only fair way to settle the dispute is by a properly conducted vote of the workers concerned, implying, of course, equal access to the workers by both unions." The committee recommended that the convention endorse this policy.

In the discussion that followed, delegates said the report did not say clearly that the Carpenters were exonerated of the raiding charge, that it would perpetuate a confusing situation, that it was an attempt to pacify both sides, that it gave the Carpenters an opportunity to remain in the Congress. Most of the speakers in the debate emphasized that the most important thing was to permit the loggers to have the union of their choice, and a union not controlled by the provincial Government.

When the recommendation to endorse the report was put to a vote, fewer than 20 delegates, mainly from the IBEW, voted against it.

Although the Carpenter delegates were not in the hall, a "Reply to the Newfoundland Report" was distributed at the door to the convention delegates. Included in it was an announcement that the President of the Carpenters had withheld per capita tax payments to the CLC since March 26.

At the beginning of May, CLC President Claude Jodoin met in Washington with AFL-CIO President George Meany and AFL-CIO Secretary-Treasurer William F. Schnitzler to discuss the problem raised by the Carpenters' withholding of per capita payments to the CLC.

The special committee's report did not call for suspension of the Carpenters; it merely found that the union had violated the policies of the CLC. But the CLC constitution provides that "any organization three months in arrears in payment of per capita tax may become suspended from membership in the Congress . . . "

In the 1961 edition of *Labour Organizations in Canada,* the Carpenters' Canadian membership was reported at 64,635. In 1961 the union paid per capita tax of $48,000.

Claude Jodoin

Formation of a joint labour-management team that would study conditions and attitudes in Europe was suggested by President Claude Jodoin in his speech at the opening of the convention.

He proposed specifically that management and labour representatives travel to Europe together "to see whether we can learn something that might improve the situation here."

At the same time, he suggested that a university or a foundation could make a valuable contribution to labour-management co-operation by making a study of our industrial relations.

Mr. Jodoin's hour-long address touched on all matters of interest to labour but featured an attack on the Canadian Chamber of Commerce's "Operation Freedom," which, he charged, was an attempt "to import McCarthyism into Canada."

When delivering his 8,000-word address, Mr. Jodoin alternated between English and French.

The Economic Struggle

The struggle between communism and the democratic way of life, suggested Mr. Jodoin, is moving more and more toward economic grounds. He said that unless we can provide a steadily improving standard of living we are going to have difficulty in demonstrating that our way of life is better than the one advocated by the communists.

At the same time, he added, without free collective bargaining we would fail to demonstrate that the democratic way of life is superior.

Social Needs

The CLC President called for a complete overhaul of Canada's social security and said that the drive for better social legislation remains one of labour's major targets.

"All Canadian workers from Vancouver Island to Newfoundland must co-operate with the aim of standardizing their working conditions and social benefits," he said.

Operation Freedom

Calling the Chamber of Commerce's "Operation Freedom" a battle against sharing of the better things of life among all people, Mr. Jodoin suggested that this energy could best be directed to overcoming unemployment, to solving the problem of automation or to meeting the challenge of Canada's educational needs.

He objected strongly to the lumping together of socialism and communism, arguing that, historically, some of the strongest advocates of democratic socialism have, at the same time, been the strongest and most effective opponents of communism.

"No one in this country has fought communism harder than has our labour movement," he recalled, adding that labour will continue that fight but that it will also "fight this kind of John Birchism."

Political Interest

The President reaffirmed the CLC's stand on political matters, stating that, because it is interested in legislation, it is naturally interested in politics.

He added:

The CLC, following the direction of our 1958 and 1960 conventions, assisted in the formation of the New Democratic Party. We welcome the formation of the party. At the same time, we maintain our position of not affiliating—and I have never heard any serious suggestion that we should affiliate. We have followed the pattern that has for so many years been accepted in Great Britain. We do believe that the New Democratic Party forms a vehicle for our affiliated unions which should, if they so decide, take an active part in politics.

The Integrity of Labour

In a thinly veiled reference to communist-dominated unions, President Jodoin warned that nobody, under the guise of labour solidarity, "is going to use this national trade union centre to destroy it and the democratic principles and policies it stands for."

While promising to assist any group of workers anxious to take their place in a free labour movement, he stated that the CLC has no place for people "who favour totalitarian methods and who would use our movement and our organization as an umbrella to give them an air of respectability that they ill deserve."

International Affairs

Mr. Jodoin called for a permanent international police force, under the command of the United Nations, emphasized the CLC's opposition to the acquisition of nuclear weapons by Canada, and noted that wide differences in the living standards of the worlds' nations will continue to be a threat to world peace.

Organizational Opportunities

The President concluded his address with a call to further efforts in the field of organization.

He denied that organizing the white-collar workers was a problem, calling it instead an opportunity.

Office and technical and administrative workers today know that the salaries they receive, the holidays they enjoy, the security benefits they have—all this and more is basically established through the collective agreements negotiated by organized workers and subsequently, in many cases, enacted by laws.

They are quickly becoming aware that they can best meet their needs by co-operating with their fellow employees.

He expressed the hope that the 1962 convention of the CLC will mark a turning point and be known as the one at which organized labour "threw open its doors to new groups of employees."

Hon. Michael Starr

The conquest of automation and its effects demands that labour, management and Government work together on evolving solutions to this problem, Hon. Michael Starr, Minister of Labour, told the CLC convention.

Echoing U.S. President Kennedy, he called this conquest of automation "the supreme domestic challenge of the sixties."

"We must ensure that human consequences for workers and those dependent on them are resolved effectively," he said. "We must evolve ways and means of living with automation and of making automation work for us."

The Minister said he agreed with the principle put forward by Walter Reuther, President of the United Automobile Workers, which calls for a re-training program in order to qualify displaced blue-collar workers for white-collar jobs.

At the same time, Mr. Starr suggested that labour should contribute to the solution of this problem, and that labour, in co-operation with management, should help to apply appropriate solutions.

The Minister of Labour outlined a number of steps taken by the Canadian Government toward the training of the labour force. He mentioned:

—Agreements with the provinces whereby the federal Government undertakes to provide 50 per cent of the cost to the province of training and re-training workers in industry and 75 per cent of the cost of training unemployed workers;

—Increase of the maximum allowance to persons receiving training;

—New schools and additions to existing schools to provide facilities to train an additional 100,000 Canadians each year;

—Payment by the federal Government of 75 per cent of new buildings and new equipment; and 50 per cent of the cost of training teachers and instructors.

Since implementation of the program a year ago, Mr. Starr reported, the federal Government has undertaken to contribute more than $200,000,000 for construction and equipment. Under this program, 127 new technical and vocational high schools, 67 additions to existing schools, 20 new trade schools, and 38 additions to existing trade schools are being built.

But the Minister warned: "Once these facilities are completed, it will be up to industry, labour and the provinces to see to it that they are put to the best possible use."

He said that the latest employment figures showed that 196,000 new jobs had been created in the past year, in effect attaining the target set by the Special Senate Committee on Manpower and Employment.

The Minister made a plea in favour of joint labour-management committees as a means to improve production and union-management relations.

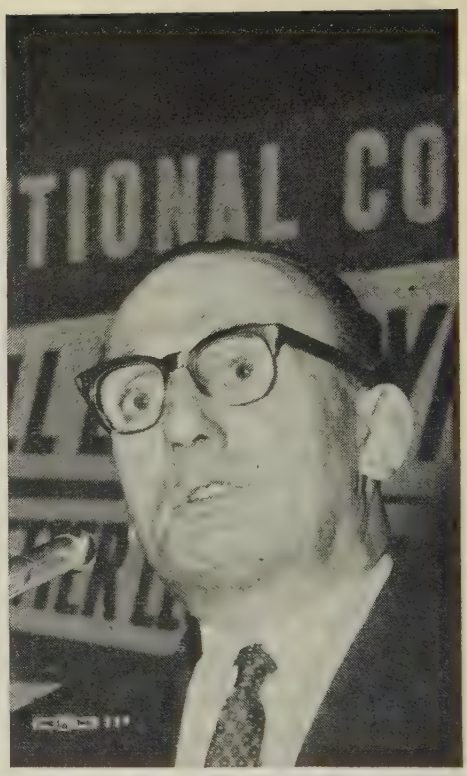
Mr. Starr, in closing, denounced those who still feel that it is their right to do as they please with other men and the product of other men's labour.

He quoted Abraham Lincoln:

> We all declare for liberty but in using the same word we do not mean the same thing. With some the word "liberty" may mean for each man to do as he pleases with himself and the product of his labour, while with others, the same word may mean for some men to do as they please with other men and the product of other men's labour.

That is why labour, he added, not only in this country but in the world as a whole, must remain free—free to organize, free to speak, free to work for the betterment of ordinary men and women and of society in general.

John L. Simons



James H. Southall

Fraternal Delegates

John L. Simons

British labour's attitude toward the policy of wage restraint then in force in Great Britain was outlined by John L. Simons, fraternal delegate of the Trades Union Congress.

Mr. Simons, President of the Associated Society of Locomotive Engineers and Firemen, explained that the TUC refused to collaborate with the Government and with representatives of employers' organizations in working out arrangements for maintaining a restraining influence on the levels of incomes because it does not accept the assumption that Britain's economic difficulties are caused by increases in wages.

"We accept that many of our difficulties are caused by the exposed position of sterling as a world currency," said Mr. Simons, "but there is no clear evidence that the pay pause as such (which ended March 31 to be followed by a policy of wage restraint) has materially contributed to the growing feeling that Britain is becoming more competitive."

What is clear, added the TUC delegate, is that since the pay pause has been operating "production and productivity have fallen sharply and that, with more men and more machines standing idle, unit costs have tended to rise."

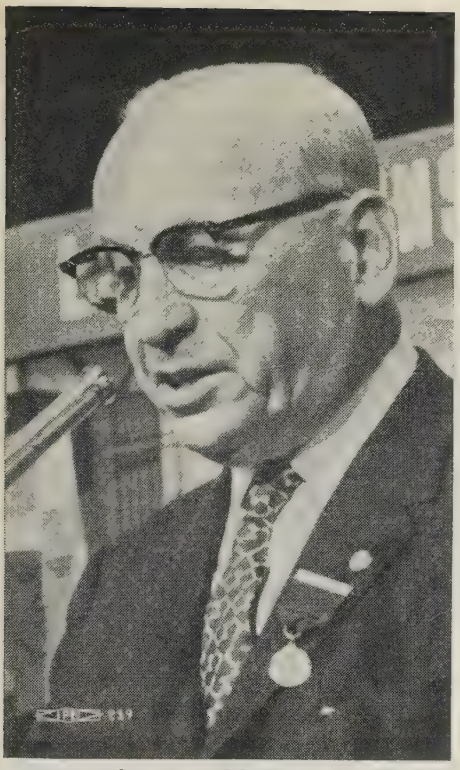
Noting that in a democracy, wage restraint is difficult to apply in any circumstances, Mr. Simons urged that the Government limit by export quotas or fiscal measures the consumption at home of products which can be sold abroad. He also suggested controls over imports, particularly of some consumer goods.

Mr. Simons, who has been president of the ASLEF since 1958, stated that if wages are to be planned, other types of income would have to be planned also.

He concluded that the only correct approach lies in the adoption of positive measures to secure sustained expansion. That is why, he said, the General Council of the TUC has agreed to participate in the National Economic Development Council.

James H. Southall

The second fraternal delegate of the TUC, James H. Southall, discussed the proposed entry of Britain into the European Common Market and the attitude of organized labour.



Lawrence M. Raftery

Arne Geijer

"The position of the TUC," said Mr. Southall, who since 1948 has been Secretary of the Midlands Area of the National Union of Mineworkers, "is that while they agree in principle with the Government's decision to open negotiations with the EEC, they have insisted that satisfactory arrangements must be made to meet the special needs of the United Kingdom, of the Commonwealth and of European Free Trade Area countries."

Mr. Southall called these provisions, and others such as the maintenance of full employment, "all important".

He added that the TUC has made it clear that they want to preserve the essential ties—political and economic—between Britain and her partners in the Commonwealth.

Lawrence M. Raftery

Lawrence M. Raftery, fraternal delegate of the AFL-CIO, called upon the Canadian labour movement to help eliminate racial, ethnic and religious bigotry from the world.

Mr. Raftery, since 1952 General President of the Brotherhood of Painters, Decorators and Paperhangers of America, is a member of the AFL-CIO Executive Council.

He suggested that Canadians, as the inheritors in North America of a rich and rewarding tradition, should be among the foremost defenders of the universal idea of the rights of man.

Mr. Raftery also referred to the problem of extending the high standard of living enjoyed in North America to other parts of the world. Noting that areas of need exist in proximity to areas of almost unlimited production facilities, he suggested that the problem is one of "organization, distribution, and brotherly love."

Arne Geijer

"The free world can not hope to win Africa, Asia and Latin America for freedom and democracy if it allows means of production to remain idle and if it does not put all hands to work," Arne Geijer, President of the International Confederation of Free Trade Unions warned the CLC delegates.

Suggesting that mass unemployment is the worst enemy of democracy, he called upon every free trade union movement to see that their respective governments pursue an economic policy designed "to secure employment opportunities for everybody willing and able to work."

Speaking in the name of the 57 million members of the ICFTU, the President said that the interests of labour are inseparable in all parts of the world, "Our voices and our deeds in the fight for freedom against oppression and exploitation are weakened if we do not practice equality and equal opportunities at home," he said.

Mr. Geijer, who rose from the ranks of the metal workers to head the Swedish Confederation of Trade Unions, said that all the various public agencies, down to the district and municipal level, must take a most active part in the planning of the economic life, both in the location of industries and in the entire structural development of the economy.

A member of Parliament representing the Swedish Social Democratic Party, Mr. Geijer suggested that both federal and provincial governments must be more concerned with vocational training, re-training and rehabilitation of labour as well as with encouraging workers to move from depressed areas and industries to areas with promising employment opportunities.

The ICFTU President also appealed to the free trade unions of the industrial countries "to give the impetus to strong democratic trade unions in the developing world."

Committee on Economic Policy

The committee on economic policy brought in a 3,000-word "statement on economic policy." It was adopted by the convention.

"Our economic problem can be summed up briefly: total demand for goods and services is not sufficient to create jobs to meet the needs of an expanding labour force and to accommodate those who are being displaced by technology," the statement declared.

It asserted that the many forms of unemployment—regional or local unemployment, seasonal unemployment, structural unemployment, and recession unemployment—are being aggravated by "creeping," chronic, long-term general unemployment. Special measures are still necessary to deal with the many different forms of unemployment, but "we must get our growth rate up far enough to restore full employment."

The best efforts to educate and retrain the labour force "will be of little avail if enough jobs are not being created to take care of those who have received the education and training."

Investment Policy

The statement disputed the view that high corporate tax rates are drying up private capital funds and stifling incentives to private investment. "There is only one real explanation for the present relatively low rate of private investment, and that is excess productive capacity."

"As long as this situation exists, there can be no incentive for businessmen to invest for the purpose of creating more unused capacity," the statement said.

We cannot rely on either private investment or on exports. What is needed is "a massive expansion in the public sector of the economy."

The "public sector" was defined in the statement as the goods and services which governments (national, provincial and municipal) invest in: slum clearance and urban redevelopment, public development and conservation of resources, housing, roads, parks, hospitals, schools, provincial universities, technological and scientific institutions, and many other things highly essential in any advanced society.

The Congress did not mean makeshift public works programs. What it meant was a planned, long-term, sustained expansion of social capital, of public services, and of investment in the development of human capital.

Commercial Policy

Although we cannot rely on exports to provide full employment, they are important to the economy, the statement continued. And one of the most important economic problems Canada faces is: What should be our commercial policy in the light of changing trade relationships, in particular, Britain's imminent entry into the European Economic Community?

The statement rejected an alliance between Canada and either a European or a North American Common Market.

"The only sensible trade policy for this country is to expand our trade as much as possible with everybody. We must bargain our way, as far and as fast as possible, into both the EEC and the U.S. markets."

In addition, Canada must not neglect the Japanese market and must seek new markets in Latin America and in the underdeveloped countries of Africa and Asia.

Secondary Industries

Cutting of Canadian tariffs would result in import competition that would pose a serious problem for Canada's secondary industries, the statement went on. But if some of these industries could get reasonably free access to the European and American markets, they could enjoy the economies of mass production, which the Canadian market alone is too small to give them.

The Deputy Minister of Labour (left) and the Minister at the Department's exhibit.

These advantages would not come automatically, however, the Congress said. "There may have to be important changes both in the structure of some industries and in public policy."

In some secondary industries there are too many firms, "some of them inefficient." If our secondary industries are to compete with mass-production European and American firms, they must be put in a position to produce on a scale that will give them, too, the economies of mass production.

"The time has come for the Canadian Government not merely to permit, but to encourage Canadian firms in secondary industries to merge for the purpose of increasing their operating efficiency. This is necessary also because only larger firms can afford the huge expenditures necessary for the new technology which alone can make and keep us competitive with other industrial nations."

In addition, the statement concluded, adequate programs for retraining workers who need new skills, or for financing planned location of industry or increased mobility of workers must be adopted. This must be a public responsibility, not the responsibility of the individual worker or employer.

Resolutions

A resolution was adopted to urge all CLC affiliates to try to obtain, in their next agreement, shorter work weeks with the same take-home pay, and more holidays. This move was seen as one way of stemming the "continuing increase" in the number of unemployed.

Another resolution instructed the CLC to seek federal legislation to restrict to 40 a week the hours of work in industries under federal jurisdiction. The same resolution urged provincial federations of labour to seek the same legislation from provincial Governments.

The committee recommended non-concurrence in a resolution that wanted governments to compel workers entitled to a paid vacation to take the time off that was provided. The committee said this was a matter for negotiation, not legislation.

Minimum wage legislation should be sought from all governments, another resolution proposed. The minimum should be $1.25 an hour for all male and female workers, it said.

Another resolution "welcomed the Government's action in sending trade missions, with labour representation, to 20 countries." It then urged extension of that policy to cover as many countries as possible.

The same resolution, which was a substitute brought in by the committee, "welcomed" the new export credit legislation.

Other resolutions proposed nationalization of all main sources of electric power and fuel and power resources, and the Trans-Canada Pipe Lines Ltd.

A resolution asking the Government to establish a Canadian merchant marine by means of an operating subsidy was adopted but another asking that the Government build and maintain a merchant marine was referred back to the committee, which had recommended non-concurrence because "we have just asked for an operating subsidy; the Government can't afford a maintenance subsidy, too."

Delegates protested that the Government couldn't afford not to maintain a merchant marine, pointing out that of all the grain being shipped to China, none was being shipped under the Canadian flag.

Social Security Committee

Sixty-five resolutions were referred to the social security committee.

The committee submitted 13 substitute resolutions, on family allowances, health, insurance, the drug industry, medical research, unemployment insurance, old age security, and old age pensions. The committee had time to bring only eight of the substitutes to the floor of the convention; all were adopted.

On family allowances the CLC requested payment as long as children under 21 were in school and establishment of a higher allowance for children 16 and over.

On health insurance the Congress repeated its request for a public program of health care that would be universally available, comprehensive, equitably financed and free of deductible or co-insurance features, and free of undue influence by any group. The plan must foster the group practice of medicine and provide care of the highest quality, contain incentives to establish a more equitable distribution of personnel and facilities, make provision for expanded medical education and research, provide for an advisory council, and include an appeals procedure.

The CLC endorsed the establishment of consumer-controlled and owned co-operative drug stores, and called on the Government to introduce "effective measures to protect the public against abuse and exploitation by the drug industry."

The Government was urged "to allocate substantial funds to medical research. . ."

Unemployment Insurance

The substitute resolution on unemployment insurance covered 18 submitted by affiliates. It sought amendments to the Unemployment Insurance Act to provide for:

—The extension of coverage to employments not now covered, subject to an income ceiling, where necessary.

—The establishment of benefit rates at not less than two-thirds of previous earnings.

—An extension of the schedule of benefit rates to take into account more than one dependent.

—A progressive increase in benefit rates linked to duration of unemployment.

—A modification of the formula for entitlement to benefits which would provide for a minimum of duration set at a lower figure than at present.

—Liberalization of section 45 of the Act to ease the conditions of entitlement to benefits.

—Strengthening of the role of the Unemployment Insurance Advisory Committee and of the National Employment Committee.

—An expanded and strengthened National Employment Service.

—Revision of the present system of financing the Act by providing for the payment of seasonal benefits out of consolidated revenue and a change in the ratio of contributions from 50:50:20 to 50:50:50.

In addition the resolution sought unemployment insurance coverage for employees of hospitals and charitable institutions and of municipal governments.

Old Age Security

The social security committee substituted one resolution for nine others dealing with old age security. The substitute called for:

—Eligibility for old age pensions without a means test at age 65.

—An increase in the pension to $75 a month.

—The incorporation of an escalator clause in the legislation to provide protection against price increases.

—Periodic review by Parliament of changes in living standards with a view to relating benefits to improvements in general living standards.

The delegates had no time to deal with this resolution.

Old Age Pensions

Another substitute resolution not dealt with was one on old age pensions drafted by the social security committee to replace six resolutions submitted by affiliates. It urged immediate establishment of a "national system of wage-related old age pensions, over and above the present system of old age security." The system should contain the following features:

—Contributory on employer, employee and government, not necessarily in equal proportions, with appropriate arrangements for participation by the self-employed.

—Full portability by preserving the workers' equity in the plan regardless of any changes in employment.

—Universal and compulsory participation by employers and employees.

—Wage-related benefits in the case of employees, based on best earnings prior to retirement.

—Inclusion of survivors' benefits.

—Eligiblity for pensions at age 65 and provision for retirement at an earlier age due to total and permanent disability.

—Provision for integration with or supplementation by private pension plans where such are in effect.

—Inclusion of a provision providing protection against loss of purchasing power by the pension due to inflation.

—Provision for a minimum pension to provide a health and decency standard of living in retirement.

Legislative Committee

The legislative committee dealt with 32 resolutions. In place of some of them it drafted substitutes on income tax, housing, immigration and credit purchases.

Income Tax

As a substitute for 11 resolutions, the convention adopted one that sought amendments to the Income Tax Act that would:

—Set exemptions at $3,000 for married persons and $1,500 for single persons, with $500 per dependent child, such $500 to be increased to $1,000 for a handicapped or retarded child.

—Remove the percentage ceiling on approved medical expenditures, with the inclusion of premium payments under both public and private health insurance plans as approved expenditures.

—Make expenses incurred for approved vocational courses deductible.

—Increase the maximum amount which a student attending university may earn and still be considered as a dependent for income tax purposes.

—Provide that loggers may claim as deductible expenditures from income, expenditures on the following: transportation to and from their place of work; board and lodging at logging camps where the logger has to maintain a separate establishment elsewhere; articles of clothing which are required for logging operations; and depreciation on tools required by mechanics.

—Provide that, where applicable, tax relief be provided to workers other than loggers who work under similar circumstances.

The same resolution urged changes in the tax structure to redistribute the burden of taxation more equitably by:

—Diminishing the role of the sales tax as a source of revenue, especially as it affects those with low incomes.

—Making the income tax more progressive in its application than it is at present.

—Effecting greater equality of treatment in the matter of tax exemptions.

—Eliminating the many loopholes through which corporate taxpayers and company executives are able to evade paying a proper share of the tax burden.

—Imposing a capital gains tax.

Other resolutions that were adopted sought exemption from income tax of the cost of required school text books, funeral expenses, and disability pensions.

Housing

Resolutions on housing sought relaxation of National Housing Act restrictions on home purchases to make housing more readily available, reduction of the interest rate on NHA mortgages to 6 per cent, entry by the federal and provincial governments into second mortgages, and a program for construction of low-cost, low-rental and subsidized housing. This program should include slum clearance and town planning, and protection against abuse by land speculators.

As an experiment, the Government should build some large housing projects with co-operative service centres to provide food supply and catering, laundering, housekeeping, child care, recreation and education services, the CLC urged.

Immigration

The Congress voted to continue pressing for immediate amendment of the Immigration Act "to eliminate its objectionable features;" to hold a watching brief on the new immigration regulations to ascertain if suitable immigrants are now admissible without regard to race, creed or colour; and to urge more effective education of immigrants to facilitate their adjustment to Canadian life. The Government was urged to take steps to protect immigrants against exploitation by unscrupulous employers.

The original for which this resolution was substituted had asked that Canada accept as immigrants stateless persons whose only bar to entry into Canada was the lack of a passport. Some of the delegates protested that this request was not included in the substitute.

Amendments to the Act were sought that would establish the right of immigrants to join unions.

The absorptive capacity of the Canadian economy should be the deciding factor in regulating the number of immigrants admitted, and the entry of persons in occupations in which there is a surplus should be discouraged, the CLC said.

Credit Purchases

Legislation to require companies making loans or sales on credit to indicate the interest rate expressed as simple interest was called for in another resolution.

Report on Education

An early and adequate system of aid to education at all levels, including free university education, was urged by the CLC.

The recommendation, presented by the Committee on Education chaired by Frank

Secretary-Treasurer's Report

Secretary-Treasurer Donald MacDonald, in his report covering the two years since the previous CLC convention, announced that the Congress had recorded its first operational deficit—of $14,369—in 1960, and its largest operational surplus—$61,075—in 1961. Excess of revenue over expenditures for the two-year period was $56,705.

An increase in per capita taxes had taken effect on July 1, 1960.

The period of "the most severe unemployment experienced by Canada since the last war" occurred during the two years covered by the report, Mr. MacDonald pointed out. This had had a serious effect on some unions' membership.

In addition, the expulsion of the Teamsters and the SIU and the suspension of the Lithographers, together with the disaffiliation of the Saskatchewan Civil Service Association and the "exoneration" granted the British Columbia Government Employees Association, had reduced Congress income by approximately $80,000.

There has not been sufficient new organization to offset the loss of membership of approximately 68,000 in the five unions, the CLC Secretary-Treasurer said.

Bodie, President of the Alberta Federation of Labour, endorsed the principles of equal opportunities of education for all Canadians, calling for federal and provincial aid through collaboration within the framework of the British North America Act.

Such aid, it was suggested, should be designed to ease the burden on the municipalities and the small taxpayers.

The convention adopted a number of suggestions designed "to raise the effectiveness of our work force as it tries to meet the challenge of increased efficiency in other countries."

While acknowledging that the training of skilled manpower has become an important effort on the part of the federal and provincial Governments, the report called for:

—An agency that would be responsible for the direction, administration and co-ordination of the provincial programs for training skilled manpower;

—Greater co-operation between Boards of Education, industry and labour;

—More research to ascertain Canada's needs for skilled manpower;

—Specific standards for high school and vocational courses;

—Legislation, provincially, that would make it mandatory for those who leave school at the age of 15, and find employment, to attend some kind of educational institute for at least two days a week, until they reach the age of 16, and one day a week from 16 to 18 years;

—Curricula drawn with an eye to inculcate a wide grasp of the theoretical principles underlying the practice of an occupation and to provide a broad basis on which subsequent specialization can be built.

The debate from the floor centred on the recommendation calling for a co-ordinating agency to set up a Canada-wide policy respecting vocational and technical training. A number of French-speaking delegates from Quebec voiced strong objection to giving to a central agency the responsibility "for the direction, administration and co-ordination of the provincial programs."

This aspect of the debate carried over into internal matters when the Committee recommended non-concurrence with a resolution submitted by a Montreal local of the National Union of Public Service Employees calling for a modification of the CLC Standing Committee on Education in order to set up two separate committees, one French, one English.

Quebec spokesmen, including a Vice-President and the Secretary of the Quebec Federation of Labour, argued that the CLC's educational program would be more effective if conceived separately for French and English workers.

But QFL President Roger Provost stated that the CLC needs a national department to work with the various provincial education committees, although he recognized that the work is done at the level of the provincial federation.

Chairman Bodie reminded the convention that this was not a question of denying the provincial jurisdiction but, rather, of providing the best machinery, within the CLC, for worker education.

The convention called also for joint seminars in key farming areas for workers and farmers to study inter-related problems, deplored the lack of provision in Canadian schools for courses and programs designed to develop a thorough understanding of the labour movement, and applauded the setting up of a Labour College (L.G., March, p. 320), which now is scheduled to open in the summer of 1963.

International Affairs

A sweeping "Statement on International Affairs" adopted by the convention reflected the delegates' concern with world peace.

The statement called upon the Government of Canada to work for peace "with vigour, imagination and utmost perseverance" and stated that the best defence against a thermonuclear war is "general, simultaneous and complete disarmament."

The Committee on International Affairs, headed by William Mahoney, Canadian Director of the United Steelworkers, called upon the Government to set up a special parliamentary committee to examine the whole question of civil defence, including the problem of shelters.

The convention adopted a substitute resolution on fallout shelters. It stated:

If the Government considers, on the basis of its own expert advice, that the building of fallout shelters is essential for national survival in times of a dire emergency, such shelters should be erected at public expense, offer protection against blast and contamination effect and be built in sufficient number and size as to afford a degree and possibility of safety for Canadians regardless of their financial means or standing in society.

Adopted with little discussion, the statement on international affairs deplored the resumption of nuclear tests, hoped for the successful conclusion of negotiations for disarmament, and called for the creation of a permanent international police force, under the authority and jurisdiction of the United Nations.

Turning to defence and foreign policy, the statement said that, pending agreement on universal disarmament, Canada must continue to contribute to regional defence and cannot disarm on her own. It also supported regional alliances but opposed Canada's possession of nuclear weapon carriers and nuclear warheads.

The statement urged the Canadian Government to join the Organization of American States. This recommendation was the only one that gave rise to a debate—the objections being that the OAS is a military alliance dominated by the United States. The majority of the speakers thought that Canada's voice should be heard and that she had a contribution to make toward the progress of South American countries.

An Oil Workers' delegate from Vancouver who had been a member of the fact-finding group sent to Cuba by the British Columbia Federation of Labour (L.G., 1960, p. 1282) told the convention that one reason the Cuban people respected Canadians was that Canada was not a member of the OAS. But Jim Bury of the United Packinghouse Workers said "we can make the OAS extremely effective if we get in."

Canada's responsibility toward underdeveloped nations was also recognized in the recommendation that she "spend at least one per cent of her national income for aid to the economically less-developed countries."

1964 Convention

The 1964 convention of the Canadian Labour Congress will be held in Montreal. It was originally scheduled to be held in Toronto. But the strike at the Royal York Hotel (L.G., May, p. 518) lasted beyond the date when it was necessary to make alternative reservations.

The statement also called for:

—Re-opening of formal negotiations on German unity;

—Preservation of the freedom of West Berlin;

—Peace between Israel and the Arab States by direct negotiations;

—Freedom of navigation for all nations in the Suez canal;

—Opposition to outside military intervention in Cuba;

—Diplomatic recognition of the People's Republic of China;

—Protection of the historical borders of India; and

—The right of self-determination for all colonial and dependent peoples.

Finally, the convention reiterated its continued support of the ICFTU, convinced that "international problems cannot be solved in isolation and fully aware of the community of interests which exists between Canadian workers and the free trade union movement throughout the world."

Other Committees

A resolution submitted by a Toronto local of the Brotherhood of Carpenters asked the CLC Executive to attempt, through the AFL-CIO/CLC liaison committee, to have international unions amend their constitutions to give Canadian locals "their political freedom." Although a Carpenter delegate from Calgary cautioned that "we should not try to interfere with what they do in the United States," the resolution was adopted.

Other resolutions approved asked that Parliamentary grants to the Canadian Broadcasting Corporation cover a five-year period instead of one year as at present, that federal inspection be compulsory for all meat and poultry products, that fishing be restricted within the 12-mile limit, and that the death penalty be abolished.

Political Education Committee

The convention unanimously adopted a resolution endorsing the role played by the CLC Executive Council in the formation of the New Democratic Party. The

same resolution urged all affiliated unions and individual members to support that party and its candidates.

Election of Officers

The election of officers on the final morning of the convention was marked by a contest for the presidency—the first since the merger—the retirement of executive Vice-President Stanley Knowles, and the replacement of Ontario regional Vice-President Andrew Cooper, of the Carpenters. The convention adjourned shortly after the results were known.

CLC Honorary President Percy Bengough presided over the elections.

Claude Jodoin, President of the CLC since its formation in 1956, was re-elected for a fourth term, defeating Gordon Lambert, of the UAW, St. Catharines, 695 to 152.

Secretary-Treasurer Donald MacDonald, IWA, who also has held that post since the founding convention, was returned by acclamation.

Both Executive Vice-Presidents were also elected by acclamation. William Dodge, CBRT, was given a third term; Joe Morris, IWA, moved up from his B.C. regional vice-presidency to replace Stanley Knowles, who declined nomination because of his candidacy in the federal general election.

As usual, there was a contest for the four general vice-presidencies, but the 818 delegates who voted returned the incumbents. The result of the balloting was as follows: George Burt, Canadian Director, United Auto Workers, 783; Frank H. Hall, Vice-President in Canada, Brotherhood of Railway and Steamship Clerks, 769; William Jenoves, President, Toronto and District Labour Council, 752; William Mahoney, Canadian Director, United Steelworkers, 678; and Orville Braaten, Pulp, Sulphite and Paper Mill Workers, Vancouver, 225.

The only contest for the 13 regional vice-presidencies was for the Quebec region but it resulted in no change. There are, however, four new faces among the regional vice-presidents. The most noteworthy change was the replacement of Ontario regional vice-president Andrew Cooper, Canadian representative of the United Brotherhood of Carpenters, who was not nominated.

The regional vice-presidents are as follows: *British Columbia*—E. C. Sims, Regional Director, International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America; and William Black, National Union of Public Employees. *Prairies*—C. Neil Reimer, Canadian Director, Oil, Chemical and Atomic Workers' International Union; and Donovan Swailes, Vice-President, Manitoba Federation of Labour. *Ontario*—J. Harold Daoust, Canadian Director, Textile Workers Union of America; Larry Sefton, Director, District 6, United Steelworkers; W. J. Smith, President, Canadian Brotherhood of Railway, Transport and General Workers; and Michael Rygus, General Vice-President, International Association of Machinists (Joseph Connolly, Canadian organizer, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, declined). *Quebec*—Roger Provost, Canadian Director, United Textile Workers; Miss Huguette Plamondon, United Packinghouse Workers; and Louis Laberge, President, Montreal Labour Council (J. R. Cinq-Mars, CBRT, Winnipeg, was defeated and Edouard Larose, Vice-President, Quebec Federation of Labour, who is a Carpenter, was not present to accept the nomination). *Atlantic*—John Simonds, Bakery and Confectionery Workers' International Union of America; and D. J. Gannon, President, Halifax, Dartmouth and District Labour Council.

3rd Convention, Union Label Trades Department

The 3rd biennial convention of the Union Label Trades Department, held on April 8, decided to ask the Canadian Labour Congress and its affiliates for more financial help and for aid in its efforts to increase participation by workers in the activities of the Department. It also recommended to the CLC that the union label pledge be included in the oath of obligations taken by all officers and members of affiliates.

Affiliation of four more international unions was reported: the International Woodworkers of America, the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, the International Ladies' Garment Workers' Union, and the International Association of Fire Fighters.

It was pointed out, however, that several large international unions that are affiliated to the Union Label and Service Trades Department of the AFL-CIO are not affiliated to the CLC's Union Label Trades Department. The hope was expressed that these unions would affiliate to the CLC Department.

The compilation of Buyers' Guides for each of the provinces was described as a major project of the Department, and all affiliates were asked to co-operate by supplying the necessary information. The work is being done with the help of the Union Label Committees of the provincial federations and local labour councils. The aim of the Guide is to furnish a list of all union label goods and services available in each province.

Other resolutions adopted recommended that:

—The Union Label Department and its affiliates do everything possible to encourage the organization of the Christmas card and other greeting card printing industries.

—A course for Ladies' Auxiliaries and other women's groups, and for wives of union members, be included in the education courses held at seminars and institutes.

—Every effort be made to have the Allied Printing Trades Council label used on all material sent out by Community Chest and welfare services, and on all printed matter sent out by municipalities and boards of education.

—Efforts be made to persuade unions to negotiate the inclusion of a union label clause in their collective agreements.

—Union members buy only the goods and services of industries whose employees are represented by unions affiliated to the CLC.

—All affiliates be asked to embody in their union label the abbreviations AFL-CIO-CLC.

In the election of officers, Stan Clair, Amalgamated Clothing Workers, Windsor, was re-elected President, and Thomas B. Ward, Canadian Labour Congress, Ottawa, was re-elected Secretary-Treasurer.

Vice-Presidents elected were: John Simonds, Bakery and Confectionery Workers' International Union, Saint John, N.B.; Saul Fagan, United Hatters, Cap and Millinery Workers, Toronto; Jack Jordan, President, Regina Labour Council; Mrs. Josephine Hallock, Office Employees' International Union, Vancouver; Gérard Rancourt, Amalgamated Clothing Workers, Montreal; Mrs. Emily Ross, United Garment Workers, Edmonton; Herb. Macaulay, Brotherhood of Painters, Paperhangers and Decorators; and Saul Linds, Amalgamated Clothing Workers, Montreal. All of the above except Messrs. Jordan, Rancourt and Macaulay were re-elected to office.

United Steelworkers Annual Policy Conference

Higher wages, shorter hours, longer vacations, the elimination of geographical wage differentials in the Canadian steel industry, and the establishment of a new plan to protect workers displaced by automation were among the main aims of collective bargaining policy for 1962 set by the United Steelworkers at its two-day annual policy conference held in Vancouver just before the biennial convention of the Canadian Labour Congress.

A proposal that the CLC set up a national strike fund was rejected by the Steelworkers conference, which heard William Mahoney, National Director for Canada, suggest that the strike weapon might be obsolete.

Strikes are becoming increasingly difficult to win, because of economic conditions and legislation, Mr. Mahoney said, and "until the political rules of the game are changed, the cards appear to be stacked against successful striking. We must renew our efforts and give a great deal more thought to our search for alternative measures." He did not, however, say what the alternatives might be.

Some of the reasons he gave for believing that strikes are becoming ineffective were:

—They are extremely expensive because strikers have to give up their improved standard of living, and costly medical, hospital and insurance benefits.

—Strikes must be financed from union funds because public assistance and unemployment insurance benefits are not available.

—Strikes are made extremely difficult to support because of massive unemployment and other factors that conduce to legal strike-breaking.

The Steelworkers' director said that the expansion of employment opportunities in Canada was not keeping pace with the growth of the work force and that workers who were being replaced by automation could not find new employment because Canada lacks a full production policy.

He was critical of the National Productivity Council and said that the Council should be replaced by a "proper economic advisory council" that would be representative of various sections of the Canadian economy and would have power to advise and assist the Government in developing full employment.

The union proposed a detailed plan for dealing with unemployment attributed to automation. It called for consultations between labour and management on technical innovations, training of displaced workers, moving allowances for workers transferred to other plants, supplementary unemployment benefit for workers laid off for prolonged periods, and severance pay for those who lose their jobs permanently.

"Unions must seek a more equitable distribution of productivity gains, including lower prices for consumers as well as general wage increases and improved fringe benefits," the collective bargaining declaration said.

The statement said that collective bargaining alone cannot solve all the problems created by technological change—that governments also have a part to play in meeting the difficulties of the automation era.

Other objectives in connection with layoffs due to automation included: provision for early retirement with pension, continuation of life insurance and health benefits during layoffs, provisions for negotiating new wage scales when automation increases the skill and responsibility required of workers, a requirement that the employer shall give notice when he plans technological changes and shall negotiate details of the changes with the union, and transfer of employees to other plants according to seniority.

The conference adopted the aim of a nation-wide minimum wage of $1.25 an hour for a 40-hour week as a measure to open up new markets for Canadian products. Coupled with this is the objective of time-and-a-half for all time worked over 40 hours a week.

The delegates also adopted a resolution favouring wage increases for women of the same size as those obtained for men.

The union urged integration of the iron and steel industries of Newfoundland, Nova Scotia and Quebec. Mr. Mahoney gave notice that pleas by Dosco for a further increase in the wage differential between the Atlantic operations and those in Ontario would be coldly treated. J. C. Nicholson, Director of the union's District 2 (Atlantic Provinces), said that the union would seek "uniformity" in contracts with Dosco, the Steel Company of Canada in Hamilton, and the Algoma Steel Corporation in Sault Ste. Marie.

The union declared its opposition to the establishment of a strike fund by the CLC —an idea that originated at the Steelworkers' policy conference in Hamilton last year. The issue was at that time referred to the national executive for consideration, and it was re-introduced at this conference by two Toronto locals and one from Vancouver.

The resolutions committee recommended non-concurrence in the three resolutions. President Mahoney said that there was no sympathy with the proposal among the head officers of the CLC. The CLC "can't have the responsibility of financing strikes when it has no authority over calling them," he explained.

A resolution submitted by a Toronto local asking that strike contributions from the national welfare fund be increased was defeated by 10 to 1. The strike policy committee told the delegates that the resolution was unacceptable because only 90 per cent of the 407 Canadian locals participated in the fund, and an increase of 15 cents per capita per month would impose a strain on the local treasuries.

The conference approved a resolution instructing the executive to investigate the feasibility of a proposal to set up a panel of experts to advise union locals on whether or not to take borderline cases to arbitration. Proponents of the idea said that such a panel might prevent the loss of time, money and prestige.

Harry Waisglass, acting Research Director of the union, forecast a more favourable climate for collective bargaining this year than in the past five years. He predicted reasonably high levels of employment and production in the steel industry during most of the year.

McGill University's 14th Annual Industrial Relations Conference

Present situation in industrial relations research and the course that such research should take in the future is subject of discussion at conference, of which the theme was "Research Frontiers in Industrial Relations Today"

The present situation in industrial relations research and the course that such research should take in the future was the subject of the 14th annual conference at the Industrial Relations Centre of McGill University, held on April 26 and 27.

The theme of the conference was "Research Frontiers in Industrial Relations Today." The conference was attended by about 100 delegates representing business concerns, labour organizations, other universities, and federal and provincial governments.

Addresses were given by five speakers, and each address was followed by a discussion period.

The first address, on "Research in the Labour Field—New Approaches and Needs," was given by Dr. George V. Haythorne, Deputy Minister of Labour, Ottawa.

The second address, entitled "Human Relations Research in Industry: Some Things Learned," was delivered by Dr. Victor H. Vroom, Assistant Professor, Department of Psychology, University of Pennsylvania.

The speaker at the dinner, Dr. Charles A. Myers, Director of the Industrial Relations Section, Massachusetts Institute of Technology, spoke on "The Future of Personnel Administration."

Dr. Leonard R. Sayles, Professor of Business, Graduate School of Business, Columbia University, addressed the conference on the subject, "The New Look in Industrial Relations Research: Organizational Behaviour."

The final address, on "Appraisal of the Frontiers of Research in Industrial Relations," was given by Dr. Sar A. Levitan, United States economist and arbitrator.

The conference was opened by Prof. Edward C. Webster, Director of the Industrial Relations Centre.

Dr. George V. Haythorne

Important lessons we have learned from our experience in developing programs that affect labour, whether legislative or otherwise, are that the issues involved must be clearly recognized before action is taken, and that the programs put into effect have often suffered through failure to undertake the necessary research beforehand.

This was one of the points emphasized by Dr. George V. Haythorne, Deputy Minister of Labour, in his address on "Research in the Labour Field—New Approaches and Needs."

"This is particularly true," he continued, "when the issues are so frequently highly complex, and involve other important aspects of the economy, including monetary and fiscal policies, trade and investment, on the more strictly economic side; and questions of social security, community life and organization, health and family considerations, on the more broadly social side."

Outlining the development of labour research in Canada, Dr. Haythorne said that before the 1930's it was "sporadic and largely historical or statistical." During the period after Confederation and in the earlier part of the present century, attention was directed mainly toward the development of the country's physical resources, and the human aspects of industrial organization and expansion received little consideration.

By the 1930's the fact-gathering process, as a first step in labour research, was "a well established function of government," and both provincial and federal labour departments were largely labour statistics bureaux "located in what seemed for the time an appropriate government setting."

During the 1920's, labour departments were mainly expected to see that the welfare of workers was not prejudiced by faulty boilers, unsafe elevators, complete loss of income through injuries, excessive hours, unduly low wages and other circumstances. "Industrial disputes were to be aired for public scrutiny and possible assistance in settlement."

Dr. Haythorne recalled that W. L. Mackenzie King, both as Deputy Minister of Labour and as editor of the LABOUR GAZETTE, had given an impetus to the gathering and publishing of labour information and statistics. In this he was followed by R. H. Coats, who, after being editor of the GAZETTE, became first Chief Statistician of the Labour Department in 1905, and later Dominion Statistician.

By the early 1940's, the severe dislocations and pressures of World War II, following those of the 1930's, "brought about a greater awareness of the role of labour in the efficient functioning of the economy ... The white paper on Employment and Income produced in Canada in 1945, and the Employment Act passed by the U.S. Congress in 1946, illustrate the growing recognition of analysis and research," Dr. Haythorne said.

He went on to speak of the realization of the increasing importance of labour research as shown by the organizational changes that have taken place in the Department of Labour. One of these was the establishment in 1943 of the Research and Statistics Branch—renamed the Economics and Research Branch in 1949.

After the postwar period of rapid economic development, under the influence of increased competition from abroad, rapid technological changes, rapid growth of the labour force, and increased unemployment, "Labour market problems have once again tended to dominate the scene."

These changes, "together with the wider acceptance of collective responsibility for social action ... have helped to pave the way for new approaches in research activity both in the government and elsewhere," the speaker said. More emphasis is placed on longer-run issues and on the analysis of information on labour matters, as distinct from gathering and presenting it. This has brought a new appreciation of the value of research in the labour field.

In the Department and in the Government as a whole research has made its greatest contribution "when it was closely associated with the evolution of a program, or linked to its developmental phase." An example of this was the research that preceded the establishment of the winter employment program, the soundness of which had been shown by the fact that although the plan had been expanded, its general nature had remained unchanged.

Research had also been valuable in regard to technical education. The undertaking of the Skilled Manpower Training Research Program by the Economics and Research Branch, with assistance from university professors, had provided much of the basic background required in setting up the new Technical and Vocational Training Assistance Act of 1960; and many of the new features of the revised training agreements with the provinces had been partly inspired by it.

It was also clear that more attention was necessary in regard to changes in manpower requirements brought about by technological change and by the necessity for Canadian industry to face increased competition.

> In the industrial relations field there is still much research to be done. A lot of lip service is given to co-operation, but unfortunately this is not always well informed, realistic, or, what is even worse, completely sincere ...
>
> More searching inquiries need to be made into the nature of responsible roles in industry both for management and for labour. The changing functions of unions need to be examined in greater depth as well as the changing tasks of management. The areas of actual and potential conflict between labour and management need to be explored frankly ...

Many questions relating to income, hours of labour and other working conditions need careful analysis. The more the question of hours of labour, for instance, had been discussed at the International Labour Conference and by the Governing Body of the ILO, "the more it has become clear that there is a host of factors which must be taken into account in dealing with desirable hours of labour on a daily, weekly and yearly basis," he said.

Social security measures for workers is another field that requires more research, Dr. Haythorne said. These include, in Canada, unemployment insurance, workmen's compensation, hospital and medical care services, and pensions. These matters need to be considered from the point of view of how their cost should be shared, their effect on labour mobility, on the motive to work, and on attitudes toward changing employment conditions.

The retraining of the unemployed is another matter that needs more attention, Dr. Haythorne said.

Turning to the question of who was to carry out all this research work, he said that there was much to encourage and much to discourage us. On the one hand, there was a shortage of qualified persons; but on the other, "more professional men are making labour matters an avocation ..."

Although the number of research workers in this field outside government did not seem to be increasing, new positions had been set up in recent years in both the federal and provincial Departments of Labour, and also in some municipal governments. Outside the government, research was going on mainly in unions, management organizations, consultant services and in universities.

The speaker referred especially to the research departments set up by the former Canadian Congress of Labour and Trades and Labour Congress, and carried on by the Canadian Labour Congress after the merger.

Research was also increasing in a number of companies. In 1949 there were two Canadian members of the Industrial Relations Research Association from management. In 1960 there were 14. There had also been a great expansion in the number of private consultants, both of those working for unions and those working for management.

The Canadian universities, Dr. Haythorne thought, had not been giving nearly as much attention to labour relations and manpower research as they should have. In this respect, they had lagged behind the United States universities.

He spoke of the help given by the Department of Labour to university people, under the Labour Department-University Research Program, in studies of the settlement of industrial disputes. These studies had provided a critical examination of the question, and had also "contributed to the personal development of university staff members and postgraduate students interested in the labour field."

One important way in which universities could help in this kind of research was by encouraging students who show an interest in the social sciences to seek a career in labour research.

An encouraging aspect of such research, Dr. Haythorne said, was the way in which "research activities on industrial relations, manpower problems, social security and economic growth are slowly but surely discovering common ground." The Organization for Economic Co-operation and Development and the ILO, on an international scale, and the National Productivity Council, on a national scale, had soon realized the importance of labour questions.

In a world where the tempo of change is being stepped up, the role of research becomes of crucial importance. Change involves costs as well as gains. If these costs are too heavily concentrated on one group, for example the workers concerned, then defensive actions and outright opposition may well result. If the costs are too great on the employer side, equally serious results may occur.

We need to know more about the process of adjustment to difficult kinds of change and the best ways of helping those who were compelled to change their jobs "both occupationally and geographically." We need to know more about the nature of these technological changes, about the adjustments that they will demand from labour and management, and about how these adjustments can be facilitated, the Deputy Minister said.

We must be clear about the purpose of our research and about its methods. Research is used effectively by the nations with which we are competing, and we run a grave risk of falling behind if we neglect it ourselves. This means that we must know in considerable detail in what direction the economy is moving and is likely to move in the future, although we cannot expect to forecast the future with complete accuracy.

In concluding, Dr. Haythorne again urged the universities to encourage students who have the interest and the necessary aptitude to develop careers in labour research.

Discussion

Prof. Donald Armstrong, McGill University, who was the "discussant" in the question period following Dr. Haythorne's address, wanted more light on the question of what was meant by "basic research." Much of what passed for research, he said, was merely concerned with description and fact-gathering. It had little concern with asking questions, and still less with answering them. Spending too much time on gathering facts led to diminishing returns, he said.

During the 1950's we began to realize that presenting facts was not enough, Dr. Haythorne said in replying. We also had to train our faculties on the interpretation of facts, and to develop practical policies and programs to meet contemporary issues.

One of the delegates contended that, although research could be too much taken up with describing, there was still a great deal of descriptive work to be done in Canada. Buried in the files of the various Departments of Labour, of the unions and of business concerns were gems of information that would shed light on the problems we confront in labour relations, he said.

Dr. Haythorne, in his reply to a number of questions and comments, still insisted that more research should be devoted to the analysis of material. He thought that industries and plants were still trying to "get by," and that they could do more than they were in studying the changing requirements for manpower and in looking at the human factors behind production. The study of changing manpower requirements needed to be done by industry with the co-operation of labour, and both industry and labour should recognize the need to do something about this.

It was also necessary for the people who were doing the educating to be brought into contact with the changing needs of industry.

Referring to what had been said about lip service to co-operation between labour and management, Dr. Haythorne suggested that what had been done by 1,700 labour-management co-operation committees across

Canada should be taken more seriously. Here was a place for research, and he would like to see top labour and management recognize its importance.

Answering one of the delegates who had criticized the Government for not doing something about the loss of professional manpower to the United States, Dr. Haythorne said that this was something that was easier said than done. He expressed the hope, however, that measures now being undertaken would bring many back and would encourage new students to make research a career.

Dr. Victor H. Vroom

The importance of the influence of the supervisor on the productivity of a work group, and the methods of supervision that have been shown by human relations research to be most effective in promoting productivity, were described by Dr. Victor H. Vroom, Assistant Professor, Department of Psychology, University of Pennsylvania. He spoke on "Human Relations Research in Industry: Some Things Learned." He also dealt with employee satisfaction and the spirit of the work group.

The speaker divided his address into four main parts: (1) The most effective methods of supervision, (2) The most effective means of developing or improving supervisors, (3) The relationship between employee satisfaction and productivity, and (4) The influence of the informal work group on productivity.

Dr. Vroom described the results of several experiments undertaken to determine the importance of the supervisor's role. The main conclusions drawn from them were:

The supervisors who seemed to be most successful in promoting productivity were those who separated their functions from the work of their subordinates, and spent much of their time in planning and in strictly supervisory functions; the less successful supervisors spent much of their time in doing the same kinds of work as those under them.

The supervisors of the high-producing groups were generally found to be "employee-centred," while those in charge of the low-productivity groups were "production-centred." In other words, supervisors of the first type tended to take a personal interest in those under them, and those of the second type mainly regarded their subordinates as a means of getting the work done.

Other investigations had shown, Dr. Vroom said, that it was a mistake to suppose that a supervisor must be either employee-centred or production-centred, the two attitudes being mutually exclusive. On the contrary, a supervisor might be both employee-centred and production-centred, and these were the supervisors who were most successful in promoting productivity in those under them. The supervisors who were neither production-centred or employee-centred were the least successful.

A third difference between supervisors of the high-productivity and the low-productivity groups was in the closeness of supervision they exercised. The first tended to give a more general form of supervision, allowing subordinates scope in exercising their own judgment; the second type tended to supervise more closely and narrowly.

One of the experiments, however, with a group of railway maintenance-of-way workers, tended to show that there was no connection between productivity and closeness of supervision. In other aspects, this experiment corroborated the findings of other experiments.

Investigation had shown that work groups in which subordinates have a considerable voice in decision making are more productive than those in which subordinates had very little voice. If subordinates had some say in making decisions, they were more likely to accept the decisions made and to carry them out willingly than if they had no say in making them.

The speaker pointed out, however, that hard-and-fast rules could not be made. Employees who were inclined to be independent, to assert their equality with others, and to have a good opinion of their own abilities, responded to being given a chance to participate in making decisions about their own work; but other employees of a different type might not respond at all.

The results of training supervisors in accordance with the principles believed to have been brought out by research, with a view to developing or improving their effectiveness, had been largely negative, Dr. Vroom admitted.

One explanation for this might be that the effects of such brief training were insignificant compared with "the day-to-day training that the supervisor receives from his superior and his associates."

A method of coaching supervisors that seemed to offer some promise was that of "feeding back" to the supervisors their subordinates' opinions of their performance as supervisors. The speaker thought that whatever degree of success had been obtained by this method was due "to the fact that the feeding back process deals with the supervisor and his immediate sub-

ordinates as a group instead of attempting to change the supervisor by separating him from his group."

Contrary to the early assumptions of the human relations movement, later investigations had shown that employee satisfaction did not of itself lead to high productivity, Dr. Vroom said. They had, however, seemed to show that among employees who were highly satisfied with their jobs, absenteeism and turnover were lower than among other employees. There was also some evidence that satisfied employees have fewer accidents than those who are dissatisfied.

Satisfied persons are less likely to leave their job permanently or to absent themselves from it, but motivation for performance seems to depend not on the amount of satisfaction that the individual gets from his work, but on the basis for this satisfaction.

The motive to work effectively depended upon the perception of a connection between the level of performance and the level of rewards or punishments received, Dr. Vroom said.

Regarding the effects of the informal work group on productivity, Dr. Vroom said that studies had shown it was a kind of "two-edged sword" that might work either for or against the organization's goals. Strong group ties tended to lead the whole group in one direction, which might be toward high productivity or low productivity.

In general, "highly cohesive" groups showed no tendency to be any higher or lower in productivity but showed greater uniformity. The highly cohesive groups tended to the extremes of high or low productivity, while the low cohesiveness groups tended to be in the middle—neither very high nor very low.

It had also been found that "company support" was important, and that a highly cohesive group which perceived it had the support of the company was likely to be high in productivity, and *vice versa,* the speaker said.

Research workers had so far not given enough attention to the influence of the kind of work in stimulating and satisfying employees, or the reverse, and more work along these lines was needed, Dr. Vroom pointed out.

Gains in knowledge in the human relations field would not come easily, and such research was "both time-consuming and costly." But so far the encouragement and support given by both industry and labour had been "commendable," Dr. Vroom said. "If this should be continued and extended, I feel that it holds great promise for the future."

Discussion

George Lach, Assistant Vice-President of Personnel, Canadian National Railways, who led the discussion after Dr. Vroom's address, remarked that he was a practitioner while Dr. Vroom was a social scientist. He said he had noticed that the results of research as given by a social scientist were highly tentative and highly qualified. He had noted that the words "seems" and "appears" occurred many times in Dr. Vroom's speech.

Referring to productivity, he asked why social scientists did not make productivity in the service industries, where technological advances had had little effect, "their oyster."

Dr. Vroom commented that he thought the difference in orientation between the social scientist and the practitioner was partly a problem of communication.

One of those present contended that human relations training for supervisors should not be discredited because experiments had not given promising results. He suggested, however, that one of the main reasons why firms employed such training was because it was thought to be the right thing to do.

Dr. Charles A. Myers

The dominant managerial philosophy has been in the past, and perhaps still is today, "a mixture of authoritarianism and paternalism," and the assumption behind this attitude is that "management is usually, if not almost always, right," Dr. Charles A. Myers told the delegates at the conference dinner. He was speaking on "The Future of Personnel Administration."

Dr. Myers, who is Director of the Industrial Relations Section of the Massachusetts Institute of Technology and President of the Industrial Relations Research Association in the United States, went on to criticize this view of management's duties and behaviour, and to give his ideas of how management should treat its employees.

We cannot say that the traditional view of management does not work, he said, but "social science research, as well as the practical experience of an increasing number of people in organizations when they reflect on how they are treated and how they respond, have cast doubt on some of the old management beliefs."

He referred to two sharply differing philosophies of management described by

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Douglas McGregor, in his book *The Human Side of Enterprise*: (1) Theory X—The traditional view of direction and control, and (2) Theory Y—The integration of individual and organizational goals.

"The central assumption of the traditional theory of management [Theory X] is that people must be told what to do." Three other assumptions implicit in most current management policy are:

1. The average human being has an inherent dislike of work and will avoid it if he can.

2. Because of this human characteristic, most people must be coerced, controlled, directed, and threatened with punishment in order to get them to work.

3. The average human being prefers to be directed, wishes to avoid responsibility, has relatively little ambition, and wants security above all.

"Thus personnel administration," Dr. Myers said, quoting from an article by Robert Shaffer and Philip Woodyatt, "has taken on, albeit unconsciously, the unrewarding mission of achieving some sort of *rapprochement* between the (odious) work that must be done in organizations and the (uninspired) people who must do it."

The scarcity of labour during World War II, with the resulting independence of attitude on the part of the workers, the growing power of the unions, and the findings of social science research, had all put pressure on management to change its methods of dealing with people at work.

But too often this increased attention to the human side of enterprise by management had been directed toward improving the techniques of better human relations and face-to-face communications, more generous employee welfare programs, and a preoccupation with "management training." The assumptions about the way in which people behave in organizations were not fundamentally changed.

The assumptions of Theory Y, on the other hand, included the belief that the average human being does not dislike work, that external control and the threat of punishment are not the only means of getting him to work, and that the attainment of objectives depends upon the rewards that may be expected for attaining them.

Also included is the belief that, under proper conditions, the average human being learns not only to accept, but to seek responsibility; that the avoidance of responsibility, lack of ambition, and desire for security are generally results of experience and are not inherent human characteristics; that "the capacity to exercise a high degree of imagination, ingenuity and creativity in the solution of organizational problems is widely, not narrowly, distributed in the population;" and that under modern industrial conditions the intellectual potentialities of the average human being are only partially utilized.

"If employees are lazy, indifferent, unwilling to take responsibility, intransigent, uncreative, unco-operative, Theory Y implies that the causes lie in management's methods of organization and control," he quoted Douglas McGregor.

Dr. Myers said that in his experience, managers attending the various programs at the Massachusetts Institute of Technology, when asked to think of the boss for whom they had worked with most enthusiasm, had almost always described a manager more like a Theory Y manager than a Theory X one. But when invited to apply the same idea to their dealings with their own subordinates, a few persisted in the opinion that *their* subordinates, or at least some of them, were "different," that they did not want responsibility, lacked initiative, had to be told what to do, and had to be constantly checked to see that they did it.

Another assertion often made was that manual workers, or even clerical workers, were different from managers. But Dr. Myers cited various experiences as proof that "when the organizational conditions and managerial attitudes are changed, workers and their union representatives will respond with ideas and enthusiasm to achieve objectives which they now see as common objectives . . ."

He emphasized the methods and value of consultation, the importance of getting ideas from subordinates before making decisions, of helping people to set goals for themselves so that they could evaluate their own work rather than expect the manager to evaluate it for them, like pupils at school.

The task of the personnel administrator is far different under Theory Y management than under Theory X. Under Theory Y, if his company deals with a union, he attempts to build communication bridges at many levels between management and union representatives, and to avoid having his only contacts with opposite and often antagonistic sides of the bargaining table.

Some thought that the computer would change all this, and would lead to greater centralization of management, Dr. Myers said. "Some wits even say that we may have factories and offices without people, and consequently no personnel problems other than unemployment."

But he thought that it would be safe to ignore the suggestion "that there will no longer be groups of people in which some are managers and some are the managed. The point will always be, how are they 'managed'?

"If computerization leads to more centralization, to tighter controls, to less scope for individual initiative and superior performance at all levels in an organization, then it will be a costly innovation indeed."

The role of personnel administration and the effective use of human resources within an organization could be considered within a broader context, Dr. Myers said. "Do we place a high value on the dignity and worth of the individual human being only in our political and religious beliefs, and not in our philosophy of managing people at work?"

In this broader context, Dr. Myers said in conclusion, "as well as in its contribution to releasing the creative energies of people at work, there is a great future for personnel administration."

Dr. Leonard R. Sayles

Social scientists looking at the industrial relations field are recognizing more and more "that there are no neat lines separating union relations from production and even from marketing or finance; you can't isolate one set of human relations from others within the organization," said Dr. Leonard R. Sayles in opening his copyrighted address on "The New Look in Industrial Relations Research: Organizational Behaviour."

Dr. Sayles is Professor of Business, Graduate School of Business, Columbia University, and a consultant for several corporations in the United States.

Even the outer boundaries of an organization can no longer be looked upon as fixed, the speaker went on to point out, since "the increasing use of contracting out brings outside firms, and sometimes outside unions, into the organization."

The use of computers and other complex mechanisms has also brought in the outside specialists who service them, and who not only adjust the machines to the needs of the organization, but whose influence is also making it necessary for the organization to be adjusted to the equipment.

"Needless to say all of these forces are going to affect labour-management relations . . .," Dr. Sayles said. "The labour relations specialist must be able to see how labour problems, both their incidence and their resolution, are part and parcel of other organizational activities with which the manager is involved."

In the age when technology was simple and most business organizations were comparatively small, the manager was regarded as occupying a position analogous to that of a father. This paternalistic relationship was also reinforced by the wide social gulf between the manager and the managed.

Dr. Sayles went on to speak of the changing views of sociologists regarding management's duties and functions that had come about as a result of the increasing complication of business and the growth of "scientific management."

Much of the confusion and controversy over what is good management has had its source in a failure to understand the significance of the changes brought about by the second industrial revolution, the speaker continued. The first industrial revolution was associated with the growth of large factories equipped with power-operated machinery. Productivity depended on how hard and how fast the employees worked, and on whether the machines kept running. The second industrial revolution really began when it was recognized that productivity is "a function of systems, integrated equipment operation as well as integrated employee co-ordination."

In a modern organization, "the individual's contribution has no value except in so far as it is made at the right time and place in a sequence," Dr. Sayles remarked. "It will do the manager little good to concentrate on individual performance." He should be concerned with the "over-all pattern of co-ordination" among the employees.

"In conclusion," Dr. Sayles said, if the labour relations executive and the personnel manager are going to be of value to their organizations, they must adopt a view that is quite radically different from the traditional view. "They must be able to view the impact of collective bargaining terms and procedures on the operations of the organization as an organization and on the day-to-day activities of the manager . . ."

Dr. Sar Levitan

Although 27 years have elapsed since the United States Government adopted the policy for encouraging labour and management to engage in collective bargaining, the results of such bargaining have not fulfilled the hopes that were placed in it, said Dr. Sar A. Levitan, economist and arbitrator. He is at present economic consultant to the Area Redevelopment Administrator in the U.S. Department of Commerce and a lecturer in labour law and collective bargaining at Johns Hopkins University.

He went on to discuss the possibility of finding means to supplement or limit collective bargaining. The object of such means would be to bring about a fairer distribution of the national income and to restrain the inflationary tendencies of collective bargaining in those industries where unions are powerful and management is in a position to pass on increases in costs by raising prices.

Despite the pronouncements of economists about the transformation in the distribution of the U.S. national income during the 1950's, there was in reality little change, Dr. Levitan said. The fact was that throughout the fifties the share of the national income received by the poorest 20 per cent of the population remained year after year at 5 per cent, while the share of the richest 5 per cent of the population, after falling from 21 to 20 per cent, remained at that level during the last seven years of the decade.

In general, the income of the better paid occupations had increased proportionately more than that of the unskilled workers. "The median annual income of professionals, technicians, craftsmen and foremen rose by three-fifths between 1950 and 1960, while that of service workers and non-farm labourers increased by slightly more than a third," the speaker said.

Although improvements in the standard of living had been shared by all sections of the American people, it remained true that "whosoever has, to him shall be given, and he shall have more abundance." Dr. Levitan did admit, however, that the succeeding part of the saying did not apply, and that nobody had actually been made poorer.

The three charges most frequently made against collective bargaining, the speaker said, were:

1. Strong unions and major corporations in oligopolistic industries have succeeded in cutting themselves a bigger slice of the pie than would appear their just desert, and have contributed to inflationary pressures.

2. Free collective bargaining has failed to reach employees at the bottom of the economic ladder; neither has it helped them in any appreciable way. Direct government action has been necessary to raise the wages of these workers . . .

3. Major groups of unions have effectively denied minority groups not only the benefits of collective bargaining but also the opportunity to work in certain industries or to acquire skills to which they have aspired.

Need for Research

Dr. Levitan went on to speak of the need for research in "vital public policy matters that deal with equitable distribution of our total national pie, reduction of unemployment to a minimum consistent with and achievable in a free society, and strengthening the institutions of collective bargaining . . .

"Under our economic system, the major burden of finding solutions to the difficult and stubborn economic and social problems rests upon the ingenuity and inventiveness of management, labour and the diverse institutions representing them. But obviously the Government has a major responsibility in assuming leadership and acting as a catalyst in helping resolve national problems . . ."

He cited several matters in which he thought that research was needed. These included: the real impact that has been made by the minimum wage law, the training and retraining of manpower, and the redevelopment of areas where chronic unemployment and underemployment have existed during good as well as bad years.

There has been little objective analysis and sound evaluation of the impact of a minimum wage, Dr. Levitan said. A great deal of attention was given to employment and wage trends in the steel industry, but how much concern was shown about the wages paid to workers in the growing restaurant industry, in which he estimated there were three times as many workers as in the steel industry, and that a third of them were being paid less than a dollar an hour? What would be the effect on the economy and on employment of raising the wages of all hotel workers, a quarter of whom were now getting less than a dollar an hour, to a statutory minimum?

"I do believe there are just as many significant economic and social implications in the fact that the large proportion of workers in the service industries are getting less than a substandard wage, as in the fact that some rates in the building trades are too high." He suggested there was a need for allocating more research to those areas where the social and economic need is greatest.

Manpower Training

On the question of manpower training, the speaker said that research workers had been of little use in helping the U.S. Congress to decide what part government could play in retraining workers in a program to aid the depressed areas. Referring to the "rather disheartening" results of the Armour Packing Company's program for retraining

workers displaced by automation, he said that in the unfavourable publicity that had been given to the results of retraining in one of the Armour plants, research workers had "made a negative contribution to the program."

Research workers, Dr. Levitan suggested, could help in resolving the conflicts that would arise between training programs and existing apprenticeship systems set up under collective agreements.

Improving Collective Bargaining

Finally, he dealt with possible ways of improving collective bargaining. He admitted that none of these at present appeared to be particularly promising, but he thought that they should not be hastily dismissed as impracticable or undesirable.

One of these ideas was the view of the present United States Government that it was "the role of government to provide guidelines for wage settlements" which aimed at keeping the cost of wage settlements within the bounds of rising productivity. The recent settlement in the steel industry (L.G., May, p. 499) was a case in which the Government's policy had been notably successful, but here "the cards were stacked in favour of the Administration position." Dr. Levitan thought that "the Administration's successful efforts in preventing the rise in the price of steel involved more than mere exhortation." He also doubted whether, if business conditions continued to improve, other leading unions would be "as ready to co-operate as the steel union was."

The speaker pointed out, however, that it would take more than one settlement to show the value of the Government's insistence on voluntary wage-price restraint. It was doubtful whether even now the Government's goal of non-inflationary settlements was being achieved in industries other than steel, he said.

The construction industry employs at least five times as many workers as and at higher wages than the steel industry. But in this industry settlements were widely decentralized and were "reached in literally thousands of collective bargaining agreements; consequently there is little public attention centred upon the impact of this industry upon price stability."

The "celebrated case" of the electricians in New York had attracted widespread attention, and doubt as to the effect of the Administration's exhortations in the construction industry was raised by the way in which other building crafts in New York were following the lead of the electricians in asking for a reduction in hours.

The speaker said that the U.S. Government seemed to think that the "built-in controls" within the economy would be effective in restraining unwarranted wage and price increases, if the effect of these controls were brought home to unions and management. Instances of such controls were the threat of foreign competition, and the substitution of materials.

New "breakthroughs" in collective bargaining in which the U.S. Secretary of Labor, Arthur Goldberg, was also placing some hopes included the acceptance by the public of the intervention of a third party, representing the public, in collective bargaining. The tripartite Labor-Management Advisory Committee had been established with this idea in view.

Those who supported the idea behind this committee seemed to hope that the part played by the neutral third party, in addition to the "national guidelines" that he would be expected to follow, would be successful in achieving its purpose.

Dr. Levitan himself appeared to think that there was some hope in the idea, but he admitted that "thus far, parties in collective bargaining have shown little inclination to abdicate their responsibilities to a third party or to include neutrals as active participants and equals in the negotiations." He also remarked that it was "quite apparent that the use of neutrals is not gaining any rapid acceptability in collective bargaining."

In conclusion he said: "We should not jump to the conclusion that present collective bargaining institutions and procedures cannot be improved upon and made more effective. In the past, collective bargaining has left its toll in terms of serious economic dislocation and considerable inconveniences to broad sectors of the population. It behooves us, as practitioners and researchers in the field of industrial relations, to continue searching for new ways and new breakthroughs to improve the institutions of collective bargaining."

Discussion

One of the delegates argued that the increasing cost of fringe benefits was a factor in the growing unemployment in industries like the steel industry and the auto manufacturing industry. In the latter industry, employers resorted extensively to overtime rather than incur the cost of fringe benefits connected with hiring new employees, he said.

Dr. Levitan said that the unions' emphasis on fringe benefits was the result of insufficient welfare legislation. Medical plans,

increased unemployment insurance benefits, and so on, would reduce the need for bargaining by unions for fringe benefits. He pointed to the United Mine Workers as a union that had insisted on high wages at the cost of high unemployment, and had adopted a policy of getting the most it could for its own members with little concern for the effect on others.

Another delegate, who thought the union could not be blamed for high unemployment in the coal industry, said that wages alone do not determine the prosperity of an industry. If the coal miners in Canada were to accept a 50-per-cent reduction in wages it would not rescue the industry from its difficulties, and a wage reduction in the U.S. coal mining industry would not result in an increase in employment, he said.

Dr. Levitan admitted that wages were not the only factor affecting the situation in the coal industry, but he contended that the process of mechanization, with the attendant laying off of miners, would have been much slower if there had been no militant union that showed no consciousness of the effect of its collective bargaining policies on employment.

In his address Dr. Levitan had mentioned a proposal in the United States that legislation requiring overtime to be paid at double time instead of time and a half might reduce the amount of overtime and spread employment. A delegate asked whether this might not cause employers to raise prices. Dr. Levitan agreed that raising of the overtime premium was no substitute for full employment. He thought that the reason for the widespread use of overtime by employers was an economic one, and that high fringe benefit costs, a consequence of union policies, were a factor.

Dr. Levitan was asked why the operating railway unions in the United States had rejected the report of the Presidential Commission. He said he thought the rejection was bargaining strategy. He believed the switchmen were satisfied with the report, the conductors and trainmen not very strongly opposed, but the firemen and engineers objected to the report because its basic conclusion had been that there was no need for firemen.

Speculating on outcome, he said the carriers might carry out their threat to put the recommendations into effect and face a strike, and the country might decide to see whether it could get along without railways for a time. The view of the public seemed to be that when there was no fire there was no need for firemen.

He thought both sides had contributed to their problems by letting them grow for 40 years or so.

Laval University's 17th Annual Industrial Relations Conference

The role of specialists and experts in the decision-making and control process is subject of study at 1962 conference. More than 400 representatives attend

(*Translation*)

The 17th Industrial Relations Conference of Laval University, held in Quebec City on April 30 and May 1, studied the role of specialists and experts in the decision-making and control process.

More than 400 representatives of industry, trade unions, governments and universities participated in the conference. Consideration was given to the specialist's purpose, role, and responsibilities in private industry, in trade unions and in the Civil Service.

In the absence of Rev. Gérard Dion, Director of the Department of Industrial Relations of Laval University, Emile Gosselin presided over the proceedings.

The conference was opened by Mgr. Louis-Albert Vachon, Rector of Laval University, who urged the delegates to place all their talents at the service of social peace.

The guest speaker at the closing dinner was Dr. Roger Grégoire, of Paris, Counsellor of the Organization for Economic Co-operation and Development and Chairman of the former European Productivity Agency.

Emile Gosselin

Emile Gosselin, interim Director of the Department of Industrial Relations of Laval University, outlined the role of specialists and experts in the decision-making and control process. This problem was of equal

interest to private enterprise, trade unions and the Civil Service.

After having outlined the development of industrial organization, Mr. Gosselin pointed out that specialists are now being called upon not only to implement policy but also to help management in determining objectives, preparing budgets and establishing policy.

In closing, the speaker cautioned against a manager's becoming systematically dubious toward specialists and stressed the danger of having too many experts, whose influence may counterbalance one another's and thus lead to a stalemate.

Jean-Paul Deschênes

Jean-Paul Deschênes, professor in the Department of Industrial Relations at Laval University, said that the specialist must compensate for the weaknesses of management in certain special fields.

In trying to set the problem to be discussed during these two days, Mr. Deschênes specified that the consultant is a specialist, not a generalist, who must provide management with more information on any of the variables that management must take into consideration before making a decision.

After stressing that authority rests entirely with management, the speaker admitted there were certain fields where the specialist may exercise some authority, providing that management accepts the specialist's action as its own.

Mr. Deschênes added that the consultant specialist must also have some freedom to control.

Gaston Fournier

Gaston Fournier, engineer specialist with Acton Rubber Ltd., said that management must learn to communicate more fully with its technicians and share its powers with them.

Mr. Fournier discussed the reason for specialists, their role and their responsibilities.

He stressed that the profession of engineer specialist in management is unusual in that, in its present state of development, it cannot be adequately taught as such in universities. Most of the present engineer specialists in management began by specializing in some other field, he explained.

Dr. Eugene Forsey

Dr. Eugene Forsey, Director of Research with the Canadian Labour Congress, first examined the role of the specialist within trade unions.

In stating that the specialist with a trade union is a free servant of the labour movement, Mr. Forsey said that he is an outstanding official for three main reasons:

1. The specialist with a trade union is not only an employee, but also a member of the trade union movement; he serves not only an employer but also a cause, and he therefore cannot limit himself exclusively to counselling.

2. Technical specialists are not numerous and this means that they have to multiply their activities, for instance by making speeches and writing articles.

3. The specialist with a trade union must also serve as a counsellor to the entire labour world and become for its members the advocate of the policy he has just recommended to the labour leaders and which they have just adopted.

On the other hand, the speaker said, the specialist with a trade union becomes in some ways the creator of the emotional and intellectual environment of the movement of which he is the servant and his role thus differs from that of his namesake in the service of business or the state.

Dr. Forsey denied that the specialist with a trade union is about to replace the elected union leader. Recalling that specialists often neglect to take practical matters into consideration, he held that the intelligent and spirited person who is elected as a union leader is endowed with the common sense and judgment required to appreciate the advice of the specialists.

Marcel Pepin

Marcel Pepin, Secretary of the Confederation of National Trade Unions, insisted that the democratic nature of the trade union movement ruled out the possibility that a specialist with a trade union could impose his ideas.

He said that "the first duty of the specialist with a trade union is to allow those who are qualified to do so to take enlightened decisions." If the advice of specialists is so often followed it is not because they impose their ideas but rather because they understand their environment, he said.

The CNTU Secretary said that the number of specialists in the labour movement will increase because problems are becoming more and more complex.

Paul Pelletier

The specialist who directly advises political leaders must have sound and intelligent knowledge in the highest degree of

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public affairs and relegate to the background the fundamentally sound but sometimes egotistical interests of the particular line in which he specializes.

Otherwise, said Mr. Pelletier, one of the three commissioners of the Civil Service Commission in Ottawa, the political leaders may sometimes be led to take decisions detrimental to the general welfare.

Mr. Pelletier believes that the specialist must expand his outlook as he climbs the civil service ladder lest he emphasize his particular specialization to the detriment of other political, sociological or economic factors.

He also suggested that specialists in the Civil Service be transferred to administrative functions at a certain phase in their career.

W. A. Hunter

Dealing with the role of the specialist in private enterprise, W. A. Hunter, of the Leatham Simpson Company, held that industry can no longer be satisfied with controlling situations but must try to foresee and control the very changes of these situations.

He added that management must familiarize itself with all the techniques so as to be able to appraise the recommendations of specialists.

Mr. Hunter said that specialists have only a complementary function, as helpers to the persons responsible for management.

Roger Chartier

Roger Chartier, professor in the Department of Industrial Relations at Laval, the final speaker, submitted "a concept of functional teamwork."

Mr. Chartier held that the theory that calls for a very sharp distinction between the functions of management and those of specialists does not correspond any more to the true situation in large industrial firms of today and that there is need for a compromise based on functional teamwork.

"Specialists in research, development, finance, and personnel management and engineering would benefit, in large firms, by not being considered any more only as specialists without authority to decide about anything," he said.

Mr. Chartier added that specialists are at least equally as important as the production and sales experts, with whom they must work on the same footing as team mates.

This new concept of functional teamwork, concluded the speaker, will tend to cover all the essential jobs and give them the importance and authority they call for.

Dr. Roger Grégoire

In his address at the closing dinner of the Conference, Dr. Roger Grégoire, specialist with the Organization for Economic Co-operation and Development, defined the specialist as the one who has the knowledge without having the power of decision.

He added that "the consultant is a specialist called upon to give the competent authority the necessary information for making a wise decision."

Dr. Grégoire brought out three factors that account for the leading role of specialists in modern society: the increasingly complicated nature of the problems that face management, the quickened pace of increase of technical progress which brings about rapid change in the world, and the evolution of human relations and of the basis of authority.

The speaker also showed how some international institutions, such as the OECD, act as actual counsellors to their members.

A regular study of the economic conditions and policies of the member states, and the steps taken by these countries in regard to education and scientific and social research, gives rise to common recommendations, he said.

He denounced the mistake of leaders who relinquish their powers of decision, as well as specialists who, consciously or not, use their influence to impose their will.

Dr. Grégoire said that "if the specialist has a great part to play, he is also bound to serve."

Working Women of The Netherlands

Gainfully employed women in The Netherlands number 922,000 and make up about 22 per cent of the country's labour force. But critical shortages of female labour exist, especially of nurses, teachers, domestics and factory workers

In The Netherlands there are 922,000* gainfully employed women. They make up about 22 per cent of the total labour force, a lower proportion than in most countries in Western Europe. Currently, however, there is a critical shortage of female labour, particularly of nurses, teachers, domestic servants and in occupations in manufacturing that rely mainly on women workers.

Where They Work—Agriculture employs 42,000 women; manufacturing 209,000; domestic service 123,000; and other service industries, including government, social services, education, health services and the armed forces, 310,000.

The clothing and textile industries together employ more than half the women working in manufacturing. Large numbers are employed in food processing and in metal work. Eighteen per cent of the female labour force work in retail selling, eight per cent in social services, seven per cent in teaching and four per cent in nursing.

Almost all nurses and more than half of the teachers in The Netherlands are women. The proportion of women in other professions is unavailable but the number of women graduates of the various professional schools indicates prevailing trends. In 1957-58, of graduates in pharmacy 42 per cent were women, in law 27 per cent, in medicine 15 per cent, in architecture 10 per cent, in veterinary science 7 per cent and in dentistry 4 per cent.

Marital Status—Married women make up only 14 per cent of all women workers. In other words, less than five per cent of all married women in the population work for pay. Many married women are, however, involved in economic activity as wives of shopkeepers, farmers, etc., without being in paid employment.

In 1958 the statute laws were amended to permit married women to work for the national civil service and to teach in the public primary schools. There are still, however, communities in The Netherlands where married women may not be employed in the municipal service.

Married women workers who become pregnant receive maternity leave of six weeks before and six weeks after confinement. During this period they are entitled by law to 60 per cent of their earnings. Very few day nurseries for children of working mothers are organized by employers at the place of work even where large numbers of women are employed. Most nurseries are under private auspices and are located in the poorer districts of the larger towns and cities.

Part-time Work—Comparatively few women work part-time. The national civil service employs some part-time help, but only on a temporary basis; some municipal governments employ permanent part-time workers. Part-time jobs exist in domestic service, shops, the post office, the telegraph and telephone industry, textile factories, laundries, hospitals and schools.

Equal Pay for Equal Work—The principle of equal pay for equal work already applies in the national civil service, the local public services and in the teaching profession. It is not yet generally applied in industry.

The average wages of women in industry are about 40 per cent lower than those of men but in recent years women's wages have been increasing at a faster rate than men's.

In line with the requirements of the European Economic Community, The Netherlands Government stated in November 1961 that equality of remuneration will be brought about gradually. Conciliation officers of the Ministry of Labour have been instructed to incorporate a paragraph in new collective bargaining agreements providing that women's wage rates should be at least 85 per cent of the male rates. The Government is also furthering the use of job analysis and classification techniques which aim at objective job appraisal.

Trade Union Activity—Women make up on the average only about 5 or 6 per cent of the total trade union membership in The Netherlands. In some occupations and industries where large numbers of women work, however, their union membership is much higher. For example, in the textile and clothing industries, in shops and in offices, women make up about 20 per cent of union membership; in hairdressing and teaching women comprise half the total of union members.

* Figures are for 1959, the latest available.

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Older People—Work and Retirement

ILO Director-General bases his Report to 1962 session of International Labour Conference on problems of work and retirement for older people. Report gives Canada credit for educational and research efforts on behalf of older workers

Challenging problems were laid bare by David A. Morse, Director-General of the International Labour Organization, in his Report to the 46th Session of the International Labour Conference in Geneva this month. He based his Report this year* on the problems of work and retirement for older people.

In a comprehensive analysis he explained that age in relation to work was an elusive question and that the problems arising for workers of advancing years were deeply affected by a whole complex of factors.

In several places in his Report, Mr. Morse gave credit to Canada for its educational activities on behalf of older workers. He mentioned specifically the Interdepartmental Committee on Older Workers and the research projects it had sponsored.

The Report examined in detail the world's aging populations, the problems and prospects of older workers in economic life, the needs and problems of older people no longer at work, and the action taken by the ILO in this important area of human relations.

The Director-General pointed out that the ILO cannot fail to concern itself with the problems of old age in the world today. Many of its immediate preoccupations touch on these problems—its efforts to prevent and abolish discrimination in employment and occupation, for example, and its continuous endeavours to extend and to improve social security coverage and standards.

The world's population is aging in all regions, the Report pointed out. Tremendous strides made in health and nutrition and related fields had not only lengthened life, but had also brought about better health in the later years of life. Technological advance, diminishing the physical strain of work, had changed the nature of work and the environment in which it was done. Changes in family structure and ways of living had altered the social framework within which the worker grows older. A wholly different physiological, psychological, technological and social climate surrounds the incidence and problems of old age today.

In commenting on the aging of populations, the Director-General explained that low fertility, low mortality and high emigration from an area force populations toward "aging." Conversely, high fertility, high mortality and high immigration tend to lower the percentage of older people in any society and result in a younger population.

Age becomes a significant factor in a worker's life when, simply because of advancing years he begins to find difficulty in doing his work or in finding or keeping a job. It was at this stage of his career that he becomes an "older worker" from the standpoint of the world of work, the Report stated.

Mr. Morse pointed out that the employment problems that come into being with advancing years differ greatly in kind and extent from one country to another, but they are shared by many nations of the world. Older men and women capable of useful and productive work, needing to work and ready and anxious to do so, tend to meet with increasing difficulties as they advance in years.

They may find it hard to adapt to new methods and techniques and to keep up with the fast-changing industrial society. They may find it difficult to maintain the rapid pace and rhythm of many kinds of work. They may encounter discrimination on the job. They may lose their jobs. They may find it difficult to get another job or to obtain retraining. They may be faced with rigid hiring limits. They many find that what they have long dreaded is now happening to them and that for all practical purposes they have been tossed on to the "human scrapheap" and that no one has much use for or interest in them.

The older person in the world of work faces many problems at a time when he is ill-equipped to deal with them, financially and otherwise. The Report suggested that industry and trade unions could do a great deal, separately and collectively, to sort out these problems, to eliminate those which are the product of imagination and prejudice and to work out constructive ap-

* *Older People—Work and Retirement*. Report of the Director-General, I.L.O. to the 46th Session, International Labour Office, 202 Queen Street, Ottawa. 75 cents.

proaches to those which remain. The community, too, had its part to play, particularly in providing the counselling, retraining and placement facilities necessary to increase the work adaptability of older people in the light of changing job requirements and changing capacities for work.

Premature withdrawal from work was described as a burden on any community and an obstacle to economic and social advancement. As such it needed to be combatted with unrelenting vigour. Ideally all people who wished to go on working and who were capable of work should be able to find and retain suitable employment.

Community Effort Needed

"If this goal is to be reached," said the Director-General, "—and we are still far from it in most parts of the world—many-sided community efforts are needed to maintain full employment and to enable older people to adapt to structural changes in employment and to claim their fair share of employment opportunities, not as a privilege or a right, but on their own merits as workers."

In commenting on retirement, Mr. Morse suggested that the right to retire needed to be established more widely and more firmly—and to be established on a sound financial footing. The right and the capacity to continue working was one thing. The right and capacity to retire was another.

Many old people had to work throughout their lives whether they wished to or not. They had no practical alternative. The leisure they had earned through hard work never came to them. Moreover, in many countries old people who were retired on pensions had great difficulty in making ends meet. Their pensions were small and tended to lag behind increases in the cost of living. He stressed that much remained to be done to provide solid old-age security in developed and developing countries alike.

The Report stated that the whole question of the age of retirement was a highly individual and human one. Some workers aged more quickly than others. The morale and welfare of many older persons was enhanced by continued gainful activity whereas other persons looked forward to and enjoyed leisure after many years of work.

The desirability of a relatively low pensionable age was questioned for many reasons.

First, it was not always or often in the best interests of older workers or of their national or local communities.

Secondly, it was not reasonable to expect the active members of the population to support able-bodied persons who were middle-aged or only slightly beyond middle-age.

Thirdly, the economic contribution of older workers was needed to help make possible improvements in social policy relating to youth.

Finally, a low pensionable age had major financial implications, and funds having to provide pensions at low ages might run into serious difficulties, requiring them to take such steps as reductions in the pensions payable.

Since many older workers wished and were able to continue in gainful activity after they reached pensionable age, the cost of a pension scheme would be reduced if entitlement to benefit was made conditional on retirement from covered or gainful activity or if the pension was reduced in respect of earnings. The Report stressed, however, that financial considerations should not dominate social considerations, though they might influence the decisions made.

An undertaking to retire from employment might not be discriminatory where the pension was high enough to provide a real substitute income for lost earnings. If, however, the pension failed to provide the worker with sufficient income to support himself and his family he would have no choice but to continue in gainful activity as long as he was able.

ILO Activities

In describing the activities of the ILO in this field, Mr. Morse pointed out that the 45th Session of the International Labour Conference at Geneva in June 1961 adopted a resolution concerning the problems of older workers. This resolution called on member States to give special attention to older workers' needs in developing economic and social programs and in introducing and improving social security systems, in order to provide older workers with a decent standard of living on retirement.

The Report explained that measures concerned with retirement and with maintenance and health care in old age formed only one facet of the problem of older workers to which the ILO had devoted continued attention. Another major area of concern had been the employment problems with which many workers were faced in their later years of work life.

Two aspects had engaged the ILO's particular attention: the elimination of discrimination against older workers in the field of employment, and assistance to older workers to enable them to meet changing conditions more easily, e.g., by adapting their skills to changing job requirements and possibilities.

Employment and Unemployment, May

Employment rose by 247,000 between April and May, and by 169,000 from May 1961, to an estimated 6,254,000. Increases were about normal for the time of year in both farm and non-farm sectors.

Unemployment declined seasonally during the month. The May unemployment estimate, 336,000, was 149,000 lower than that in April and 121,000 lower than that in May 1961.

The estimated labour force in May was 6,590,000, an increase of 48,000, or 0.7 per cent, from a year earlier.

As a proportion of the labour force, unemployment was 5.1 per cent in May, compared with 7.5 per cent in April and 7.0 per cent in May 1961. Unemployment rates in May were below those of a year ago in all regions, the largest decline occurring in Quebec.

Employment

Employment in all regions and industries reflected the general upswing in outdoor activities across the country. Of the total employment increase during the month, about half was in construction and agriculture. In these and most other industry groups, rising employment levels followed usual seasonal patterns.

Of the 6,254,000 employed, 4,534,000 were men, 1,720,000 women. Both estimates were higher than for April: 4,314,000 men, 1,693,000 women. A year earlier the estimates were: 4,395,000 men, 1,690,000 women.

Farm employment rose from 627,000 to 681,000, and non-farm employment from 5,380,000 to 5,573,000.

Employment in May was up 2.8 per cent from May last year. The largest part of this increase was in service and manufacturing. Continued strength was apparent also in construction and trade.

Gains over the year were well distributed among various manufacturing industries. In the durable goods sector, notable expansion has occurred in electrical apparatus, shipbuilding, iron and steel, wood products, and the automobile and parts industries. Most non-durable goods industries have shown some employment increase over the year.

Employment increased seasonally in all regions during the month. Gains from a year earlier varied from a little less than 2 per cent in the Prairie region to a little more than 4 per cent in Quebec.

Unemployment

Unemployment showed a sharp seasonal drop, declining to an estimated 336,000 in mid-May. This figure was 149,000 below the April estimate and 247,000 below the winter peak.

About half of those unemployed in May had been seeking work for three months or less. One quarter had been seeking work for four to six months. The remaining quarter had been seeking work for seven months or more.

Of the 336,000 unemployed in May, 324,000 were without work and seeking work, and 12,000 were on temporary layoff.

The unemployment total in May was down 121,000, or 26 per cent, from a year earlier. The number of unemployed men, at 285,000, showed a decrease of 112,000 over the year; the number of unemployed women, at 51,000, was slightly lower.

Regional unemployment rates in May, with the May 1961 rates in brackets, were: Atlantic 11.1 (12.6), Quebec 6.2 (9.1), Ontario 3.4 (5.2), Prairie 3.1 (3.9), and Pacific 6.4 (8.1).

Atlantic

Employment in the Atlantic region increased by an estimated 39,000 between April and May, from 495,000 to 534,000. A normal advance for this period, the increase was widely distributed among the goods-producing industries, construction and manufacturing showing the largest gains. The employment increase in manufacturing was mainly in sawmilling and fish processing.

In the service-producing industries, employment levels showed little or no change during the month.

Employment in agriculture was estimated at 52,000, up from 45,000 in April but down from 59,000 in May last year. Non-farm employment was 482,000, up from 450,000 in April and from 456,000 in May 1961.

Employment in May was higher by 19,000, or 3.7 per cent, than a year earlier. The increase was fairly widely distributed among the major industrial divisions.

Manufacturing employment continued at a somewhat higher level than last year, with shipbuilding and wood products showing sizable gains. Employment in the iron and steel industry, however, was still substantially lower than last year.

Unemployment in May, 67,000, was 11.1 per cent of the labour force, compared

with 15.7 per cent a month earlier and 12.6 per cent a year earlier.

In the week ended May 19, the Atlantic labour force was estimated at 601,000. The month before it was 587,000 and the year before, 589,000.

Quebec

Employment in Quebec increased by an estimated 73,000 between April and May, close to seasonal expectations. It rose to an estimated 1,716,000 from 1,643,000 in April and 1,646,000 in May 1961.

As usual, the largest gain was in construction. Smaller increases took place in forestry and service. Manufacturing employment was sustained during the month with virtually all component industries showing continuing strength. There were small short-term layoffs in the aircraft industry, but employment in durable goods industries as a whole remained firm.

Employment in agriculture rose to 134,000 from 127,000 in April but was lower than the 145,000 in May 1961. Non-farm employment increased to 1,582,000 from 1,516,000 in April and from 1,501,000 in May last year.

Employment in May was higher by 70,000, or 4.3 per cent, than a year earlier. Manufacturing, service and construction accounted for most of the year-to-year employment advance. Employment was much the same as a year ago in forestry and mining.

The improvement in manufacturing was widespread. Industries that showed particularly strong gains were wood products, electrical apparatus and shipbuilding.

Unemployment in May was estimated at 114,000, down sharply from 171,000 in April and 165,000 in May 1961. As a proportion of the labour force, unemployment in May was 6.2 per cent, compared with 9.4 per cent in April and 9.1 per cent a year earlier.

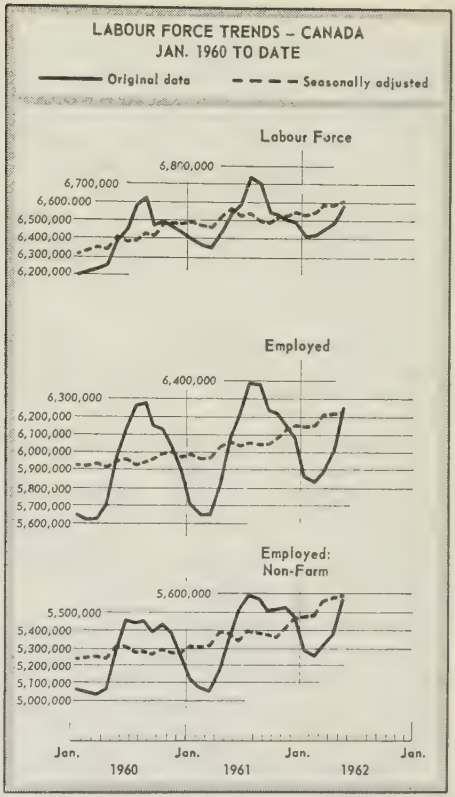
In the week ended May 19, the Quebec labour force was estimated at 1,830,000. The month before it was 1,814,000 and the year before, 1,811,000.

Ontario

Employment in Ontario rose by an estimated 58,000 between April and May, which is about the usual increase for this time of year. It rose to an estimated 2,313,000 from 2,255,000 in April and 2,266,000 in May 1961.

Most of the gain was among men, and it stemmed mainly from increased activity in agriculture and construction. Smaller gains took place in mining and trade.

Employment in manufacturing was maintained at the high levels of the previous



month. Durable goods industries showed further strengthening but there were offsetting losses in non-durables. The automotive and electrical apparatus industries were particularly active.

Agricultural employment was estimated at 160,000; in April it was 144,000 and in May last year, 163,000. Non-farm employment was 2,153,000 in May, 2,111,000 in April and 2,103,000 in May 1961.

Employment in May was higher by 47,000, or 2.1 per cent, than a year earlier. The largest increases were in service-producing industries. Smaller, though still substantial, gains took place in manufacturing and construction.

Within manufacturing, employment increased significantly in electrical, iron and steel, automotive and wood products industries. Mining employment was slightly lower than a year ago owing to reduced activity in metal mining.

Unemployment in May was estimated at 81,000, which was 3.4 per cent of the labour force, compared with 4.8 per cent in April and 5.2 per cent in May 1961.

In the week ended May 19, the Ontario labour force was estimated at 2,394,000, which was 26,000 higher than the estimate for April.

Prairie

Employment in the Prairie region increased by an estimated 65,000, from 1,067,000 to 1,132,000, between April and May. This was a normal rise for this time of year but the increase in farm employment was somewhat smaller than usual owing to late seeding in some areas.

Non-farm employment showed a strong advance. The upturn was particularly strong in construction, where increased activity was reported in all sectors of the industry and throughout the region.

Employment rose slightly in manufacturing and trade. Plants producing building materials were reported to be very active during the month.

Oil drilling was at a low level, but metal mining continued to expand.

Farm employment rose to 310,000 from 284,000 in April but was still lower than the 329,000 in May last year. Non-farm employment was 822,000, up from 783,000 in April and 785,000 in May 1961.

Employment in May was higher by 18,000, or 1.6 per cent, than a year earlier. Although employment in agriculture decreased over the year, non-agricultural employment showed an increase of 37,000.

Sizable gains occurred in construction, manufacturing, finance and service. Employment increased slightly in mining but remained unchanged in transportation and trade.

Unemployment in May was estimated at 36,000, which was 3.1 per cent of the labour force, compared with 67,000 (5.9 per cent) in April and 45,000 (3.9 per cent) in May 1961.

In the week ended May 19, the Prairie labour force was estimated at 1,168,000. The month before it was 1,134,000 and the year before, 1,159,000.

Pacific

Employment in the Pacific region increased seasonally between April and May. It rose from an estimated 547,000 to 559,000.

Much of the expansion was in manufacturing and, as usual at this time of year, the largest gains were in sawmilling and food processing.

Employment in the shipbuilding and paper products industries continued at the high levels of the previous month. Logging operations in the coastal areas were intensified, but at most interior points, road restrictions and difficult hauling conditions continued to hamper forestry operations. There was no appreciable change in the level of construction employment.

Employment in agriculture was estimated at 25,000 in May, 27,000 in April and 30,000 in May 1961. Non-farm employment rose to 534,000 from 520,000 in April and 514,000 in May last year.

Employment in May was higher by 15,000, or 2.8 per cent, than a year earlier. The increase was centred largely in the service-producing industries, but there was also some improvement in manufacturing and mining. Wood, paper, iron and steel products and shipbuilding were among the industries that showed the largest gains over the year.

Activity in metal mining increased substantially, mainly because of new export markets for copper and iron ore concentrates.

Unemployment in May was estimated at 38,000, which was 6.4 per cent of the labour force, compared with 7.1 per cent a month earlier and 8.1 per cent a year earlier.

In the week ended May 19, the Pacific labour force was estimated at 597,000. The month before it was 589,000 and the year before, 592,000.

—Dominion Bureau of Statistics and Department of Labour

LABOUR MARKET CONDITIONS

Labour Market Areas	Labour Surplus				Approximate Balance	
	1		2		3	
	May 1962	May 1961	May 1962	May 1961	May 1962	May 1961
Metropolitan	2	5	8	7	2	.....
Major Industrial	6	10	16	16	4	.....
Major Agricultural	2	2	6	8	6	4
Minor	11	17	29	31	18	10
Total	21	34	59	62	30	14

CLASSIFICATION OF LABOUR MARKET AREAS—MAY 1962

—	SUBSTANTIAL LABOUR SURPLUS	MODERATE LABOUR SURPLUS	APPROXIMATE BALANCE	LABOUR SHORTAGE
	Group 1	Group 2	Group 3	Group 4
METROPOLITAN AREAS (labour force 75,000 or more)	St. John's Vancouver- New Westminster	Calgary →EDMONTON Halifax Hamilton Montreal →QUEBEC-LEVIS →WINDSOR →WINNIPEG	→OTTAWA-HULL →TORONTO	
MAJOR INDUSTRIAL AREAS (labour force 25,000-75,000; 60 per cent or more in non-agricultural activity)	Corner Brook Lac St. Jean Moncton Rouyn-Val d'Or Shawinigan Sydney	Brantford →CORNWALL Farnham-Granby →FORT WILLIAM- PORT ARTHUR →JOLIETTE Kingston →NEW GLASGOW Niagara Peninsula Oshawa Peterborough →SAINT JOHN Sarnia →SHERBROOKE →TIMMINS- KIRKLAND LAKE →TROIS RIVIERES Victoria	→GUELPH Kitchener →LONDON →SUDBURY	
MAJOR AGRICULTURAL AREAS (labour force 25,000-75,000; 40 per cent or more agricultural)	Riviere du Loup Thetford- Lac Megantic & Ville St. Georges	Barrie →CHARLOTTETOWN Chatham →PRINCE ALBERT Red Deer →YORKTON	→BRANDON →LETHBRIDGE →MOOSE JAW →NORTH BATTLEFORD →REGINA →SASKATOON	
MINOR AREAS (labour force 10,000-25,000)	Bathurst Campbellton Gaspe Montmagny Newcastle Okanagan Valley Prince George- Quesnel Quebec North Shore Rimouski St. Stephen Woodstock, N.B.	Beauharnois Belleville-Trenton →BRACEBRIDGE →BRIDGEWATER Chilliwack →CRANBROOK →DAUPHIN →DAWSON CREEK →DRUMMONDVILLE →EDMUNDSTON →FREDERICTON →GRAND FALLS Kamloops →KENTVILLE Lachute-Ste. Therese Lindsay Owen Sound →PEMBROKE →PORTAGE LA PRAIRIE →PRINCE RUPERT →STE. AGATHE- ST. JEROME St. Jean Sault Ste. Marie Sorel →SUMMERSIDE Trail-Nelson →TRURO →VALLEYFIELD →YARMOUTH	Brampton →CENTRAL VANCOUVER ISLAND →DRUMHELLER Galt →GODERICH Kitimat Listowel →MEDICINE HAT →NORTH BAY →ST HYACINTHE St. Thomas →SIMCOE Stratford Swift Current →VICTORIAVILLE Walkerton →WEYBURN Woodstock- Tillsonburg	

→The areas shown in capital letters are those that have been reclassified during the month; an arrow indicates the group from which they moved. For an explanation of the classification used, see page 642.

Explanatory Note to "Classification of Labour Market Areas"

The system of classifying the labour market situation in individual areas is an analytical device whose purpose is to give a clear and brief picture of local market conditions based on an appraisal of the situation in each area. In considering each category, it is necessary to keep in mind the marked seasonal fluctuations in labour requirements in Canada. Labour surpluses are consistently highest in each year from December to March and lowest from July to October.

The criteria on which this classification system is based are as follows:—

Group 1: Labour Surplus. Areas in which current or immediately prospective labour supply exceeds demand in almost all of the major occupations. This situation usually exists when the ratio of registrations for employment on file at NES offices to paid workers, including those looking for jobs, is more than 5.9 or 6.9 per cent, depending on the size and character of the area.

Group 2: Labour Surplus. Areas in which current or immediately prospective labour supply exceeds demand in about half of the major occupations. The situation usually exists when the ratio of registrations for employment on file at NES offices to paid workers, including those looking for jobs, is more than 5.9 or 6.9 per cent, but less than 10.0, 12.0 or 14.0 per cent, depending on the size and character of the area.

Group 3: Balanced Labour Supply. Areas in which current or immediately prospective labour demand and supply are approximately in balance for most of the major occupations. The situation usually exists when the ratio of registrations for employment on file at NES offices to paid workers, including those looking for jobs, is more than 1.9 per cent or 2.4 per cent, but less than 6.0 or 7.0 per cent, depending on the size and character of the area.

Group 4: Labour Shortage. Areas in which current or immediately prospective labour demand exceeds supply in most of the major occupations. This situation usually exists when the ratio of registrations for employment on file at NES offices to paid workers, including those looking for jobs, is less than 2.0 or 2.5 per cent, depending on the size and character of the area.

The classification of areas does not depend solely on the ratio of job registrations to paid workers. All areas, and particularly those in which the ratio is close to the limits of the above-mentioned ranges, are examined closely in the light of other kinds of information to see whether they should or should not be reclassified. Information on labour market conditions at local areas is obtained mainly from monthly reports submitted by each of the local offices of the National Employment Service. This information is supplemented by reports from field representatives of the Department of Labour who regularly interview businessmen about employment prospects in their companies, statistical reports from the Dominion Bureau of Statistics and relevant reports from other federal government departments, from provincial and municipal governments and from non-governmental sources.

The term "labour market" as used in this section refers to a geographical area in which there is a concentration of industry to which most of the workers living in the area commute daily. The term is not meant to imply that labour is a commodity and subject to the same kind of demand and supply factors operative in other markets.

To facilitate analysis, all labour market areas considered in this review have been grouped into four different categories (metropolitan, major industrial, major agricultural, and minor) on the basis of the size of the labour force in each and the proportion of the labour force engaged in agriculture. This grouping is not meant to indicate the importance of an area to the national economy. The key to this grouping is shown in the classification of labour market areas on page 641.

The geographical boundaries of the labour market areas dealt with in this section do not coincide with those of the municipalities for which they are named. In general the boundaries of these areas coincide with the district serviced by the respective local office or offices of the National Employment Service. In a number of cases, local office areas have been amalgamated and the names used include several other local office areas, as follows: Farnham-Granby includes Cowansville; Montreal includes Ste Anne de Bellevue; Lac St. Jean includes Chicoutimi, Dolbeau, Jonquière, Port Alfred, Roberval and Alma; Gaspe includes Causapscal, Chandler, Matane and New Richmond; Quebec North Shore includes La Malbaie, Forestville, Sept Iles and Baie Comeau; Sherbrooke includes Magog; Trois Rivières includes Louiseville; Toronto includes Long Branch, Oakville, Weston and Newmarket; Sudbury includes Elliot Lake; Niagara Peninsula includes Welland, Niagara Falls, St. Catharines, Fort Erie and Port Colborne; Vancouver-New Westminster includes Mission City; Central Vancouver Island includes Courtenay, Duncan, Nanaimo and Port Alberni; and Okanagan Valley includes Kelowna, Penticton and Vernon.

The 110 labour market areas covered in this analysis include 90 to 95 per cent of all paid workers in Canada.

Collective Bargaining in May

On May 30, the **Brotherhood of Railroad Trainmen** and the **CNR** concluded a new agreement covering approximately 10,000 conductors, brakemen, yardmen and switch tenders. The terms of settlement include a total wage increase of 8 per cent, to be granted in five steps over a 31-month period, four weeks vacation after 25 years of service (previously after 35 years) and changes in work rules.

Before the settlement was reached, the union members rejected the majority recommendations of a conciliation board and voted to go on strike. Released in April, the majority report of the board had recommended a 6½-per-cent wage increase over three years, and the minority report a wage increase of 8 per cent over two years. As the strike date set for June 4 approached, the railway announced plans for a system-wide layoff in the event of a work stoppage and posted layoff notices in Newfoundland. The company and the union, however, continued to negotiate and reached an agreement five days before the work stoppage was to start.

At a preliminary meeting of the conciliation board that had been set up to assist in the negotiations between **15 non-operating railway unions** and the **CNR** and **CPR**, the companies and the unions agreed to resume talks which had been in abeyance since February. The board, under the chairmanship of Mr. Justice Craig Monroe of the Supreme Court of British Columbia, is to hold further meetings early in July.

In the pulp and paper industry, five major agreements covering nearly 7,800 employees were negotiated during the month to replace contracts that had expired April 30. The majority of the employees affected by these negotiations are represented by the **Paper Makers** and the **Pulp and Paper Mill Workers.**

Four of the new agreements, signed by **Abitibi Power and Paper, Great Lakes Paper, Ontario-Minnesota Pulp and Paper** and **Ontario Paper,** are for a term of one year. They provide for a wage increase of 5 cents an hour and raise the evening shift premium from 6 cents to 7 cents and the night shift premium from 9 cents to 10 cents.

Spruce Falls and Kimberley-Clark signed a two-year agreement which increases wages by 5 cents an hour each year and provides for an additional wage increase of 5 cents an hour (10 cents for maintenance classifications) effective with the introduction of continuous seven-day operations. In this agreement, shift premiums are increased from 6 and 9 cents to 7 and 10 cents the first year and to 9 and 12 cents the second year.

All five settlements provide for higher company contributions to welfare plans.

During May, the **Packinghouse Workers** signed two agreements covering the **Burns and Company** plant in Kitchener, Ont., and the company's plants in Manitoba, Saskatchewan, Alberta and British Columbia. The new agreements, which affect approximately 2,400 employees, contain terms of settlement similar to those in the Canada Packers and Swift Canadian agreements negotiated in April (L.G., May, p. 519). The three meat packing companies agreed to increase wages by 11½ cents an hour over a two-year period, to allow two days bereavement leave (formerly one day) and to grant four weeks vacation after 20 years of service (formerly after 25 years).

Toward the end of May, approximately 7,500 Ontario truck drivers, loading dock workers and mechanics represented by the **Teamsters** union went on strike after rejecting the recommendations of a conciliation board in a referendum vote. Sixty-six firms whose bargaining agency was the **Ontario Motor Transport Industrial Relations Bureau** were involved in the dispute.

In the long distance trucking industry operating out of Montreal, the strike of nearly 1,500 workers that had begun in mid-April continued throughout May, with no agreement being reached between the Teamsters and the companies. It was reported that the union changed its original proposal for a 30-cent-an-hour wage increase over three years to 40 cents an hour extended over a five-year period.

Collective Bargaining Scene

Agreements covering 500 or more employees, excluding those in the construction industry

Part I—Agreements Expiring During June, July and August

(except those under negotiation in May)

Company and Location	Union
Abitibi Power & Paper, Northern Ontario	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
American Motors, Brampton, Ont.	Auto. Wkrs. (AFL-CIO/CLC)
Anglo-Nfld. Development, Grand Falls, Nfld.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) and others
Bathurst Power & Paper, Bathurst, N.B.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) and others
B.C. Electric Railway	Street Railway Empl. (AFL-CIO/CLC)
Can. & Dom. Sugar, Montreal, Que.	Bakery Wkrs. (CLC)
Consolidated Paper, Grand'Mere, Que.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Consolidated Paper, Les Escoumins, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Consolidated Paper, Ste-Anne de Portneuf, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Dom. Steel & Coal, Sydney, N.S.	Steelworkers (AFL-CIO/CLC)
Dosco, Cdn. Bridge, Walkerville, Ont.	Steelworkers (AFL-CIO/CLC)
DuPont of Can., Maitland, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Fraser Cos., Atholville, Edmundston & Newcastle, N.B.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Great Lakes Paper, Fort William, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Interior Forest Labour Relations Assn., Southern B.C.	Woodworkers (AFL-CIO/CLC)
K.V.P. Company, Espanola, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Kimberley-Clark & Spruce Falls Paper, Kapuskasing & Longlac, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Marathon Corp., Port Arthur, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
New Brunswick Telephone	I.B.E.W. (AFL-CIO/CLC) (traffic empl.)
North. Interior Lumbermen's Assn., B.C.	Woodworkers (AFL-CIO/CLC)
Northern Forest Products, Port Arthur, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Okanagan Shippers' Assn., Okanagan Valley, B.C.	CLC-chartered local
Que. North Shore Paper, Baie Comeau, Que.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
St. Lawrence Corp., Nipigon, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Sask. Wheat Pool (Elevator Div.), Ont., Man., Sask. & B.C.	Sask. Wheat Pool Empl. (CLC) (office & salaried empl.)
Sask. Wheat Pool (Country Elevator Div.), Sask.	Sask. Wheat Pool Empl. (CLC) (operating empl.)

Part II—Negotiations in Progress During May

Bargaining

Company and Location	Union
Asbestos Corp. & others, Thetford Mines, Que.	Mining Empl. Federation (CNTU)
Assn. des Marchands Detaillants (Produits Alimentaires), Quebec, Que.	Commerce Empl. Federation (CNTU)
B.C. Hotels Assn., Vancouver, B.C.	Hotel Empl. (AFL-CIO/CLC)
B.C. Shipping Federation, various ports	Longshoremen & Warehousemen (CLC)
Bldg. maint. & window cleaning contractors, Vancouver, B.C.	Bldg. Service Empl. (AFL-CIO/CLC)
Breweries (various), Winnipeg, Man.	Brewery Wkrs. (AFL-CIO/CLC)
Can. Iron Foundries, Three Rivers, Que.	Moulders (AFL-CIO/CLC)
Can. Steamship Lines, Ont. & Que.	Seafarers (AFL-CIO)
Cdn. Acme Screw & Gear, Monroe Acme & Galt Machine, Toronto, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Cdn. Car, Fort William, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Cdn. Johns-Manville, Asbestos, Que.	Mining Empl. Federation (CNTU)
Cdn. Marconi, Montreal, Que.	Empl. Council (Ind.)
Cdn. Sugar Factories, Picture Butte, Raymond & Taber, Alta.	CLC-chartered local
Cascapedia Mfg. & Trading, Gaspe Peninsula, Que.	Woodcutters, Farmers' Union (Ind.)
Cloak Mfrs. Assn., Toronto, Ont.	Ladies Garment Wkrs. (AFL-CIO/CLC)

Company and Location	Union
Clothing Mfrs. Assn., Farnham, Quebec & Victoriaville, Que.	Clothing Wkrs. Federation (CNTU)
Consolidated Paper, Port Alfred, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Consumers' Gas, Toronto, Peterborough, Brockville & other centres, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Courtaulds Canada, Cornwall, Ont.	Textile Wkrs. Union (AFL-CIO/CLC)
Dairies (various), Vancouver & New Westminster, B.C.	Teamsters (Ind.)
David & Frere, Montreal, Que.	Empl. Assn. (Ind.)
DeHavilland Aircraft, Toronto, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Dominion Glass, Montreal, Que.	Glass & Ceramic Wkrs. (AFL-CIO/CLC)
Dominion Glass, Redcliff, Alta.	Glass & Ceramic Wkrs. (AFL-CIO/CLC)
Dow Brewery, Montreal & Quebec, Que.	Brewery Wkrs. (AFL-CIO/CLC)
Eastern Can. Stevedoring, Halifax, N.S.	Railway Clerks (AFL-CIO/CLC)
Edmonton City, Alta.	I.B.E.W. (AFL-CIO/CLC)
Edmonton City, Alta.	Public Empl. (CLC) (clerical empl.)
Gaspesia woods contractors, Chandler, Que.	Woodcutters, Farmers' Union (Ind.)
Glove Mfrs. Assn., Loretteville, Montreal, St. Raymond & St. Tite, Que.	Clothing Wkrs. Federation (CNTU)
B.F. Goodrich, Kitchener, Ont.	Rubber Wkrs. (AFL-CIO/CLC)
Hotel Chateau Frontenac (C.P.R.), Quebec, Que.	Railway, Transport & General Wkrs. (CLC)
Hotel Chateau Laurier (C.N.R.), Ottawa, Ont.	Railway, Transport & General Wkrs. (CLC)
Hotel Empress (C.P.R.), Victoria, B.C.	Railway, Transport & General Wkrs. (CLC)
Hotel Vancouver, Vancouver, B.C.	Railway, Transport & General Wkrs. (CLC)
Hotels & taverns (various), Toronto, Ont.	Hotel Empl. (AFL-CIO/CLC) (beverage dispensers)
International Harvester, Chatham, Ont.	Auto Wkrs. (AFL-CIO/CLC)
K.V.P. Company, Espanola, Ont.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & I.B.E.W. (AFL-CIO/CLC)
Kelly, Douglas, company-wide, B.C.	Empl. Assn. (Ind.)
Kimberley-Clark Paper, Terrace Bay, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & I.B.E.W. (AFL-CIO/CLC)
Ladies Cloak & Suit Mfrs. Council, Montreal, Que.	Ladies Garment Wkrs. (AFL-CIO/CLC)
Lake Asbestos of Que., Black Lake, Que.	Mining Empl. Federation (CNTU)
MacMillan, Bloedel & Powell River & others, B.C. coast	Paper Makers (AFL-CIO/CLC)
Marathon Corp., Marathon, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Men's Clothing Mfrs. Assn., Toronto, Ont.	Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
Montreal General Hospital, Montreal, Que.	Service Empl. Federation (CNTU)
Motor Trans. Ind. Relations Bureau (north. general freight), Ont.	Teamsters (Ind.)
John Murdock, St. Raymond, Que.	Woodcutters, Farmers' Union (Ind.)
National Harbours Board, Montreal, Que.	Railway Clerks (AFL-CIO/CLC)
Ottawa City, Ont.	Public Empl. (CLC)
Price Bros., Dolbeau, Kenogami & Shipshaw, Que.	Woodcutters, Farmers' Union (Ind.)
Price Bros., Kenogami & Riverbend, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Pulp & paper mills (various), B.C.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Que. Iron & Titanium, Sorel, Que.	Metal Trades Federation (CNTU)
Sask. Power Corp.	Oil Workers (AFL-CIO/CLC)
St. Raymond Paper, Desbiens & St. Raymond, Que.	Woodcutters, Farmers' Union (Ind.)
T.C.A. Canada-wide	Machinists (AFL-CIO/CLC)
University of Sask., Saskatoon, Sask.	CLC-chartered local

Conciliation Officer

Acme, Borden's & other dairies, Toronto, Ont.	Teamsters (Ind.)
Aluminum Co., Kingston, Ont.	Steelworkers (AFL-CIO/CLC)
B.C. Telephone & subsidiaries	B.C. Telephone Wkrs. (Ind.)
Bakeries (various), Greater Vancouver, B.C.	Bakery Wkrs. (CLC)
Brewers' Warehousing, province-wide, Ont.	Brewery Wkrs. (AFL-CIO/CLC)
Cdn. Celanese, Sorel, Que.	Textile Wkrs. Union (AFL-CIO/CLC)
Can. Wire & Cable, Leaside, Ont.	U.E. (Ind.)
Coal Operators' Assn., Alta. & B.C.	Mine Wkrs. (Ind.)
Dom. Rubber (Tire Div.), Kitchener, Ont.	Rubber Wkrs. (AFL-CIO/CLC)
Dom. Structural Steel, Montreal, Que.	Steelworkers (AFL-CIO/CLC)
DuPont of Can., Kingston, Ont.	Mine Wkrs. (Ind.)
E. B. Eddy, Hull, Que.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) and others
Electric Auto-Lite, Sarnia, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Food Stores (various), Vancouver, Victoria & New Westminster, B.C.	Retail Clerks (AFL-CIO/CLC)
Fry-Cadbury, Montreal, Que.	Bakery Wkrs. (CLC)
Garment Mfrs. Assn., Winnipeg, Man.	Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
Howard Smith Paper, Cornwall, Ont.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)

Company and Location	Union
John Inglis, Toronto, Ont.	Steelworkers (AFL-CIO/CLC)
International Nickel, Port Colborne, Ont.	Steelworkers (AFL-CIO/CLC)
Power Super Markets, Hamilton, Oshawa & Toronto, Ont.	Butcher Workmen (AFL-CIO/CLC)
Safeway, Shop-Easy & others, Victoria, Vancouver & New Westminster, B.C.	Butcher Workmen (AFL-CIO/CLC)
Shawinigan Chemicals, Shawinigan, Que.	CNTU-chartered local
Toronto Metro. Municipality, Ont.	Public Empl. (CLC) (inside empl.)

Conciliation Board

C.N.R., C.P.R. & other railways, system-wide	15 unions (non-operating empl.)
C.P.R., system-wide	Trainmen (AFL-CIO/CLC)
Dominion Glass, Hamilton, Ont.	Glass & Ceramic Wkrs. (AFL-CIO/CLC)
Fisheries Assn. & Cold Storage Cos., B.C.	United Fishermen (Ind.) & Native Brotherhood (Ind.) (shore wkrs.)
Fisheries Assn., B.C.	United Fishermen (Ind.) (tendermen)
Phillips Electrical, Brockville, Ont.	I.U.E. (AFL-CIO/CLC)
Rio Algom Mines (Milliken Mine), Elliot Lake, Ont.	Steelworkers (AFL-CIO/CLC)
Rio Algom Mines (Nordic Mines), Algoma Mills, Ont.	Steelworkers (AFL-CIO/CLC)
Steep Rock Mines, Steep Rock Lake, Ont.	Steelworkers (AFL-CIO/CLC)
Union Carbide (Metals & Carbon Div.), Welland, Ont.	U.E. (Ind.)
Victoria Hospital, London, Ont.	Building Service Empl. (AFL-CIO/CLC)

Industrial Inquiry Commissioner

Forest Industrial Relations, B.C. coast	Woodworkers (AFL-CIO/CLC)

Post-Conciliation Bargaining

Building material suppliers, Vancouver & Fraser Valley, B.C.	Teamsters (Ind.)
Dom. Engineering Works, Lachine, Que.	Machinists (AFL-CIO/CLC)
Noranda Mines, Noranda, Que.	Steelworkers (AFL-CIO/CLC)
Normetal Mining, Normetal, Que.	Steelworkers (AFL-CIO/CLC)
Quemont Mining, Noranda, Que.	Steelworkers (AFL-CIO/CLC)

Arbitration

Assn. Patronale des Services Hospitaliers (5 hospitals), Drummondville & other points, Que.	Service Empl. Federation (CNTU)
Associated Clothing Mfrs., Montreal, Que.	Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
Hospitals (11), Montreal & district, Que.	Service Empl. Federation (CNTU)
Hotel Dieu St. Vallier, Chicoutimi, Que.	Service Empl. Federation (CNTU)
Ontario Hydro, company-wide	Public Service Empl. (CLC)
Ottawa Civic Hospital, Ottawa, Ont.	Public Empl. (CLC)
Quebec City, Que.	Municipal & School Empl. (Ind.) (inside empl.)
Quebec City, Que.	Municipal & School Empl. (Ind.) (outside empl.)

Work Stoppage

Kingsway Transport, Smith Transport & others, Ont. & Que.	Teamsters (Ind.)
Motor Trans. Ind. Relations Bureau, Ont.	Teamsters (Ind.) (drivers)
Motor Trans. Ind. Relations Bureau, Ont.	Teamsters (Ind.) (mechanics)

Part III—Settlements Reached During May 1962

(A summary of major terms on the basis of information immediately available. Figures on the number of employees covered are approximate.)

ABITIBI POWER & PAPER & SUBSIDS., QUE., ONT. & MAN.—PAPER MAKERS (AFL-CIO/CLC), PULP & PAPER MILL WKRS. (AFL-CIO/CLC) & OTHERS: 1-yr agreement covering 3,600 empl. —wage increase of 5¢ an hr. eff. May 1, 1962; evening and night shift premiums increased to 7¢ and 10¢ (formerly 6¢ and 9¢) respectively; company contribution to hospital, medical-surgical plans increased by 50¢ for married empl.; labourer's rate will be $2.03 an hr.

ALTA. GOV'T. TELEPHONES—I.B.E.W. (AFL-CIO/CLC) (TRAFFIC EMPL.): 1-yr. agreement covering 1,150 empl.—salary increases of 2% eff. May 1, 1962 plus 2% eff. Nov. 1, 1962; hours of work for empl. in Calgary, Edmonton and Lethbridge reduced to 37½ hrs. a wk. (formerly 40 hrs.) while empl. in small centres remain on a 40-hr. wk.; operator's salary in small centres will be $175 a mo.

ALGOMA ORE PROPERTIES, WAWA, ONT.—STEELWORKERS (AFL-CIO/CLC): 3-yr. agreement covering 600 empl.—wage increases of 4½¢ an hr. retroactive to Aug. 1, 1961 plus 5¢ an hr. eff. Aug. 1, 1963; increment increase of ½¢ eff. Jan. 1, 1963; retirement age to be lowered from 68 to 65 yrs. by 1964; lowest rate after Aug. 1, 1963 will be $2.05 an hr.

AUTO DEALERS, GARAGES (VARIOUS), VANCOUVER, B.C.—MACHINISTS (AFL-CIO/CLC): 2-yr. agreement covering 600 empl.—wage increases of 5¢ an hr. eff. April 1, 1962 and April 1, 1963; 3 wks. vacation after 8 yrs. of service (formerly after 10 yrs.) eff. April 1, 1963; journeyman mechanic's rate after April 1, 1963 will be $2.55 an hr.

BURNS & CO. (EASTERN), KITCHENER, ONT.—PACKINGHOUSE WKRS. (AFL-CIO/CLC): 2-yr. agreement covering 500 empl.—wage increases of 6¢ an hr. eff. April 1, 1962 plus 5½¢ an hr. eff. April 1, 1963; bereavement leave of 2 days (formerly 1 day), extended to cover mother-in-law and father-in-law; 4 wks. vacation after 20 yrs. of service (formerly after 25 yrs.) in 1963; company will provide work clothing eff. July 1, 1962; labourer's rate after April 1, 1963 will be $1.98½ an hr.

BURNS & CO. (6 PLANTS), WESTERN CANADA—PACKINGHOUSE WKRS. (AFL-CIO/CLC): 2-yr. agreement covering 1,900 empl.—wage increases of 6¢ an hr. eff. April 1, 1962 plus 5½¢ an hr. eff. April 1, 1963; vacations with pay according to provincial legislation for empl. with up to 12 yrs. of service (formerly 15 yrs.); 3 wks vacation after 12 yrs. of service (formerly after 15 yrs.); eff. April 1, 1963, 4 wks. vacation after 20 yrs. of service (previously after 25 yrs.); 2 days bereavement leave (formerly 1 day); new severance pay provision for plant or department shutdown; male labourer's rate will be $1.98½ an hr. and female labourer's rate will be $1.88 an hr. after April 1, 1963.

CDN. CELANESE, DRUMMONDVILLE, QUE.—TEXTILE WKRS. UNION (AFL-CIO/CLC): 2-yr. agreement covering 1,900 empl.—settlement pay of $50; wage increases of 6¢ an hr. eff. May 1, 1962 plus 5¢ an hr. eff. May 1, 1963; weekly hours of work reduced by up to 5 hrs., depending on classification; increases in vacation pay; modified Rand formula adopted for the first yr. of the agreement (previously voluntary irrevocable check-off) to be followed by the Rand formula in the second yr.; signatories will arrange a new group insurance plan.

CDN. MARCONI, MONTREAL, QUE.—SALARIED EMPL. ASSN. (IND.): 2-yr. agreement covering 800 empl.—salary increases of 2% retroactive to Jan. 1, 1962 plus 2% effective Jan. 1, 1963; 3 wks. vacation after 10 yrs. of service (formerly after 15 yrs.).

C.N.R., SYSTEM-WIDE—TRAINMEN (AFL-CIO/CLC): 31 mo. agreement covering 10,000 empl.—total wage increase of 8% consisting of 1% retroactive to June 1, 1961, 1% retroactive to Dec. 1, 1961, 1½% eff. June 1, 1962, 2½% eff. Dec. 1, 1962 and 2% eff. June 1, 1963; 4 wks. vacation after 25 yrs. of service (formerly after 35 yrs.); changes in work rules.

COLLINGWOOD SHIPYARDS, COLLINGWOOD, ONT.—CLC-CHARTERED LOCAL: 2-yr. agreement covering 900 empl.—wage increases of 10¢ an hr. eff. April 1, 1962, 4¢ an hr. eff. April 1, 1963 plus 3¢ an hr. eff. Oct. 1, 1963; company contributions to health and welfare plan will be $4.75 for single empl. (formerly $4) and $5.75 for married empl. (formerly $5); night shift premium increased to 15¢ (formerly 13½¢); eligibility for paid holidays will be 60 days seniority (formerly 90 days); labourer's rate after Oct. 1, 1963 will be $1.66 an hr.

GREAT LAKES PAPER, FORT WILLIAM, ONT.—PAPER MAKERS (AFL-CIO/CLC), PULP & PAPER MILL WKRS. (AFL-CIO/CLC) & OTHERS: 1-yr. agreement covering 1,200 empl.—wage increase of 5¢ an hr. eff. May 1, 1962; evening and night shift premiums increased to 7¢ and 10¢ (formerly 6¢ and 9¢) respectively; company contribution to medical, hospital, surgical and weekly indemnity plans will be $5.80 for married empl. (formerly $5.30) with contributions for single empl. remaining at $3.40; labourer's rate will be $2.03 an hr.

IMPERIAL TOBACCO & SUBSIDIARIES, ONT. & QUE.—TOBACCO WKRS. (AFL-CIO/CLC): 2-yr. agreement covering 3,500 empl.—wage increases of 10¢ an hr. retroactive to Feb. 20, 1962 plus 5¢ an hr. eff. May 9, 1963; weekly hrs. of work reduced from 40 to 37½ for shift wkrs. in Montreal eff. May 9, 1962 and to 37½ for all empl. eff. May 9, 1963; 3 wks. vacation after 10 yrs. of service (formerly after 12 yrs.); improvements in pension, medical and hospitalization plan benefits.

INTERNATIONAL HARVESTER, HAMILTON, ONT.—STEELWORKERS (AFL-CIO/CLC): 3-yr. agreement covering 2,000 empl.—wage increases of 4¢ an hr. eff. April 22, 1962, 5¢ an hr. eff. April 22, 1963 plus 4¢ an hr. eff. April 22, 1964; female empl. will receive an additional 2¢ an hr. eff. April 22, 1964; increment increase of ½¢ eff. April 22, 1964; 2 wks. vacation after 3 yrs. of service (formerly after 5 yrs.) in 1963; qualification for full vacation pay reduced from 150 to 130 days; 2 days bereavement leave; S.U.B. increased to $24 a wk. (formerly $20); max. weekly sick benefit increased to $50 (formerly $42); company will institute group life insurance of $2,000 if 75% of empl. subscribe; labourer's rate after April 22, 1964 will be $1.95 an hr.

MANITOBA TELEPHONE—I.B.E.W. (AFL-CIO/CLC) (LINEMEN): 1-yr. agreement covering 1,000 empl.—wage increase of 2½%; increase in northern allowances; holidays except Remembrance Day falling on Saturday or Sunday will be observed on Monday (formerly only if they occurred on Sunday); linemen's rate will be $2.47 an hr.

MANITOBA TELEPHONE—I.B.E.W. (AFL-CIO/CLC) (TELEPHONE OPERATORS): 1-yr agreement covering 980 empl.—wage increase of 2½%; paid holidays except Remembrance Day falling on Saturday or Sunday will be observed on Monday (formerly only if they occurred on Sunday).

MCCORMICK'S LTD., LONDON, ONT.—MILLERS (AFL-CIO/CLC): 27-mo. agreement covering 1,000 empl.—weekly hrs. of work reduced from 42½ to 40 with maintenance of pay; bereavement leave provision to include mother-in-law and father-in-law; base rate is $1.79 an hr.

ONT.-MINNESOTA PAPER, FORT FRANCES & KENORA, ONT.—PULP & PAPER MILL WKRS. (AFL-CIO/CLC): 1-yr. agreement covering 1,250 empl.—wage increase of 5¢ an hr.; evening and night shift premiums increased to 7¢ and 10¢ (formerly 6¢ and 9¢) respectively; company will contribute up to $6.50 (formerly $6) for medical-surgical and hospital coverage; male labourer's rate will be $2.03 an hr.

ONTARIO PAPER, THOROLD, ONT.—PAPER MAKERS (AFL-CIO/CLC), PULP & MILL WKRS. (AFL-CIO/CLC) & OTHERS: 1-yr. agreement covering 1,200 empl.—wage increase of 5¢ an hr.; evening and night shift premiums increased to 7¢ and 10¢ (formerly 6¢ and 9¢) respectively;

4 wks. vacation after 24 yrs. of service (previously after 25 yrs.); company contribution to group medical-surgical plan increased by 50¢ for married empl.; labourer's rate will be $2.03 an hr.

Pacific Press, Vancouver, B.C.—Newspaper Guild (AFL-CIO/CLC): 27-mo. agreement covering 600 empl.—salary increases ranging from $1.69 a wk. to $2.78 a wk. eff. Apr. 1, 1962 and July 1, 1963; salary increases to raise lower rates to $50 a wk. eff. July 1, 1963, plus special adjustments; weekly hrs. for night shift reduced to 36¼ (previously 37½ hrs.) eff. April 1, 1964; clerk's salary will be $50 a wk.

Phillips Electronics, Leaside, Ont.—I.B.E.W. (AFL-CIO/CLC): wage increases of 4¢ an hr. eff. April 1, 1962 plus 3¢ an hr. eff. April 1, 1963; eff. 1963, empl. with 11-14 yrs. of service will receive vacation of 2 wks. plus 1-4 days (formerly 2 wks.); empl. with 15 yrs. of service will continue to receive 3 wks. vacation; factory hand's starting rate after April 1, 1963 will be $1.56 an hr.

Quebec Hydro, Montreal, Que.—Public Service Empl. (CLC) (Outside Empl.): 2-yr. agreement covering 900 empl.—settlement pay of $110 for empl. hired before July 1, 1961; for empl. hired after this date, settlement pay prorated from hiring date to Dec. 31, 1961; wage increases of 15¢ to 17¢ an hr. eff. Jan. 11, 1962, 9¢ to 13¢ an hr. eff. May 31, 1962 plus 6¢ an hr. eff. Jan. 10, 1963; evening and night shift premiums of 6¢ and 9¢ respectively; weekly hrs. of work reduced from 42 to 40 eff. May 31, 1962; 3 wks. vacation after 12 yrs. of service (formerly after 15 yrs.) and 4 wks. vacation after 25 yrs. of service (formerly after 30 yrs.); Rand formula introduced; labourer's rates will be from $1.79 to $1.94 an hr. after Jan. 10, 1963.

Ready-Mix Concrete (4 cos.), Toronto, Ont.—Teamsters (Ind.): 2-yr. agreement covering 700 empl.—wage increases of 7¢ an hr. eff. April 1, 1962 plus 8¢ an hr. eff. April 1, 1963; double time for work on Saturday and Sunday (formerly time-and-a-half for Saturday and double time for Sunday); driver's rate after April 1, 1963 will be $2.35 an hr.

Regina General Hospital, Regina, Sask.—Public Emp. (CLC) (non-professional wkrs.): 2-yr. agreement covering 750 empl.—salary increases of 2½% retroactive to Jan. 1, 1962 plus 2% eff. Jan. 1, 1963; hospital maid's salary will be from $165 to $206.50 a mo. after Jan. 1, 1963.

Sask. Government—Sask. Civil Service (Ind.) (Labour Services): 1-yr. agreement covering 1,500 empl.—wage increase of 2¾%; labourer's rate will be $1.56 an hr.

Scott Clothing, Longueuil, Que.—Empl. Assn. (Ind.): 1-yr. agreement covering 600 empl.—no wage change; empl. with 20 yrs. of service will receive Christmas bonus of 1% of their gross pay earned between June 2, 1962 and Nov. 30, 1962; eligibility for Epiphany holiday pay reduced from 4 yrs. to 2 yrs. of service.

Shirt Manufacturers (Various), Arthabaska, Montreal, Shawinigan & St. Hyacinthe, Que.—Clothing Wkrs. Fed. (CNTU): 3-yr. agreement covering 1,500 empl.—wage increases of 2¢ an hr. retroactive to June 1, 1961, 2¢ an hr. eff. June 1962, 2¢ an hr. eff. Jan. 1963 plus 2¢ an hr. eff. Jan. 1964; 6 paid holidays (formerly 5); vacation pay of 6% after 15 yrs. of service; employers' contribution to pension fund will be 2¾% of gross earnings (formerly 2%) eff. Jan. 1, 1963; closed shop adopted at all plants.

Spruce Falls & Kimberley-Clark, Kapuskasing, Ont.—Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & Others: 2-yr. agreement covering 1,500 empl.—wage increases of 5¢ an hr. eff. May 1, 1962 plus 5¢ an hr. eff. May 1, 1963; additional wage increase of 5¢ an hr. and special adjustment of 10¢ an hr. for maintenance classifications eff. with introduction of continuous 7-day operations; evening and night shift premiums will be 7¢ and 10¢ (formerly 6¢ and 9¢) eff. May 1, 1962 and will be increased to 9¢ and 12¢ eff. May 1, 1963; 9 paid holidays (formerly 8); 4 wks. vacation pay after 20 yrs. of service (formerly after 25 yrs.) eff. May 1, 1962; improvements in company contributions to welfare and sick leave plans; labourer's rate will be 2.08 an hr.

Toronto City, Ont.—Public Empl. (CLC) (Inside Empl.): 2-yr. agreement covering 2,500 empl.—salary increases of 3½% eff. April 1, 1962 plus 3% eff. April 1, 1963; shift bonuses increased to 10¢ and 12¢ (previously 8¢ and 10¢); improvements in pension and hospital plans.

Toronto Metro Municipality, Ont.—Public Empl. (CLC) (Outside Empl.): 2-yr. agreement covering 900 empl.—wage increases of 8¢ an hr. eff. April 1, 1962 and April 1, 1963; afternoon and evening shift premiums will be 11¢ (formerly 8¢ and 10¢ respectively).

Vancouver City, B.C.—Civic Empl. (Ind.) (Outside Empl.): 1-yr. agreement covering 1,300 empl.—wage increases of 3½¢ an hr. for labourers and of 4¢ an hr. for tradesmen; 3 wks. vacation after 6 yrs. of service (formerly after 8 yrs.); welfare plan grants full pay for first 3 days of illness and 80% thereafter (previously 70% of pay with a maximum of $12 a day); labourer's rate will be $2.04 an hr.

Vancouver City, B.C.—Civic Empl. (CLC) (Inside Empl.): 1-yr. agreement covering 1,100 empl.—salary increase of 2% with a minimum of $6 per mo.; clerk typist's salary will be $206 a mo.

White Spot Restaurants, Vancouver & Victoria, B.C.—Empl. Union (Ind.): 1-yr. agreement covering 625 empl.—merit maximum rates for certain occupations increased by 5¢ to 10¢ an hr.

Latest Labour Statistics

(Latest available statistics at June 15, 1962)

Principal Items	Date	Amount	Percentage Change From	
			Previous Month	Previous Year
Manpower				
Total civilian labour force (a) ... (000)	May	6,590	+ 1.5	+ 0.7
Employed ... (000)	May	6,254	+ 4.1	+ 2.8
Agriculture ... (000)	May	681	+ 8.6	− 6.2
Non-agriculture ... (000)	May	5,573	+ 3.6	+ 4.0
Paid workers ... (000)	May	5,086	+ 4.2	+ 3.7
At work 35 hours or more ... (000)	May	5,450	+71.0	+ 3.2
At work less than 35 hours ... (000)	May	670	−74.7	+ 0.9
Employed but not at work ... (000)	May	134	−21.2	− 2.9
Unemployed ... (000)	May	336	−30.7	−26.5
Atlantic ... (000)	May	67	−27.2	− 9.5
Quebec ... (000)	May	114	−33.3	−30.9
Ontario ... (000)	May	81	−28.3	−35.2
Prairie ... (000)	May	36	−46.3	−20.0
Pacific ... (000)	May	38	− 9.5	−20.8
Without work and seeking work ... (000)	May	324	−29.1	−26.2
On temporary layoff up to 30 days ... (000)	May	12	−57.2	−33.3
Industrial employment (1949=100) ...	March	115.1	+ 0.3	+ 3.6
Manufacturing employment (1949=100) ...	March	109.6	+ 0.6	+ 4.5
Immigration ...	1st Qtr. 1962	11,762	—	− 0.7
Destined to the labour force ...	1st Qtr. 1962	5,710	—	+ 6.3
Strikes and Lockouts				
Strikes and lockouts ...	May	45	+12.5	−10.0
No. of workers involved ...	May	17,333	+40.6	+33.3
Duration in man-days ...	May	139,700	− 2.2	+24.8
Earnings and Income				
Average weekly wages and salaries (ind. comp.) ...	March	$80.33	+ 0.1	+ 3.5
Average hourly earnings (mfg.) ...	March	$ 1.87	+ 0.5	+ 2.2
Average hours worked per week (mfg.) ...	March	41.0	+ 0.5	+ 1.7
Average weekly wages (mfg.) ...	March	$76.67	+ 0.9	+ 4.1
Consumer price index (1949=100) ...	May	130.1	− 0.2	+ 0.9
Index numbers of weekly wages in 1949 dollars (1949=100) ...	March	139.7	− 0.5	+ 2.2
Total labour income ... $000,000	March	1,589	+ 0.8	+ 7.2
Industrial Production				
Total (average 1949=100) ...	April	180.9	− 1.1	+ 9.0
Manufacturing ...	April	160.7	0.0	+ 8.9
Durables ...	April	161.2	+ 0.5	+14.0
Non-durables ...	April	160.3	− 0.4	+ 4.8

(a) Distribution of these figures between male and female workers can be obtained from *Labour Force*, a monthly publication of the Dominion Bureau of Statistics.

These figures are the result of a monthly survey conducted by the Dominion Bureau of Statistics for the purpose of providing estimates of the employment characteristics of the civilian non-institutional population of working age. (More than 35,000 households chosen by area sampling methods in approximately 170 different areas in Canada are visited each month). The civilian labour force is that portion of the civilian non-institutional population 14 years of age and over that was employed or unemployed during the survey week.

INTERNATIONAL LABOUR ORGANIZATION

46th Conference: Agenda and Delegation

Schedule first discussion on ban on inadequately guarded machinery, second discussion on vocational training, final discussion on hours of work. Canadian delegation headed by Deputy Minister of Labour. Joe Morris is Worker Delegate

First discussion was to be held and draft instruments submitted regarding an international ban on inadequately guarded machinery, at the 46th International Labour Conference, in Geneva June 6 to 28.

The Canadian delegation consisted of 26 members.

In industrialized countries, it is said that an average of one accident out of every five or six that occur in factories is caused by machinery, prime movers and transmissions. Many countries have legislation to prevent the use of inadequately guarded machines but there is as yet very little legislation aimed at preventing the sale and hire of inadequately guarded machines.

The enactment of such legislation is the basic purpose underlying the proposed instruments (Convention and supplementary Recommendations) prepared by the International Labour Office for the consideration of the Conference.

First discussion was also to be held on "termination of employment", second discussion on "vocational training" and "equality of treatment of nationals and non-nationals in social security", and third discussion on "hours of work."

For his Report to the Conference this year, ILO Director-General David A. Morse took for a subject the problems encountered by older people, while still at work and after retirement (see page 636).

Canadian Delegation

Deputy Minister of Labour George V. Haythorne is the head of the Canadian delegation. The other Government delegate is John Mainwaring, Labour Attache, Canadian Embassy, Belgium.

Joseph Morris, Executive Vice-President of the Canadian Labour Congress, is the Worker Delegate; T. H. Robinson, Manager, Industrial Relations, Canadian International Paper Company, is the Employer Delegate.

Others making up the delegation are:

Advisers to Government Delegates: R. M. Adams, Chief, Labour Management Division, Economics and Research Branch, Department of Labour; W. E. Bauer, First Secretary, Canadian Permanent Mission to the European Office of the United Nations; J. A. Blais, National Director, Family Allowances and Old Age Security Division, Department of National Health and Welfare; D. C. Dickson, Technical and Vocational Training Branch, Department of Labour; Miss L. Gauthier, Third Secretary, Canadian Permanent Mission to the European Office of the United Nations; G. G. Greene, Director, Government Employees Compensation Branch, Department of Labour; Miss Edith Lorentsen, Director, Legislation Branch, Department of Labour; S. C. H. Nutting, United Nations Division, Department of External Affairs; and Guy de Merlis, Editor, French Edition, LABOUR GAZETTE, Department of Labour, who is also Secretary to the delegation.

Substitute Worker Delegate and Adviser: Kalmen Kaplansky, Director, International Affairs Department, Canadian Labour Congress, and Deputy Worker Member on the ILO Governing Body.

Advisers to Worker Delegate: S. A. Little, President, National Union of Public Service Employees; W. G. McGregor, Canadian Legislative Representative and Chief Agent of the Brotherhood of Railroad Trainmen; Marcel Pepin, General Secretary, Confederation of National Trade Unions; Michael Rygus, General Vice-President, International Association of Machinists; and W. J. Smith, National President, Canadian Brotherhood of Railway, Transport and General Workers.

Advisers to Employer Delegate: R. B. Carpenter, Works Manager, Explosives and Ammunition Division, Canadian Industries Limited; Jean Pierre Després, Director of Industrial Relations, Iron Ore Company of

Canada; W. D. H. Frechette, Manager, Commercial Intelligence Department, Canadian Manufacturers' Association; P. W. Hankinson, General Manager, Toronto, Hamilton and Buffalo Railway Company; J. E. Laflamme, President, Hull Construction and Paving Company, Limited; W. J. McNally, Manager, Policy Department, Canadian Chamber of Commerce.

Assistant Secretary to the delegation is Mrs. G. G. Greene, Deputy Minister's Office, Department of Labour.

Agenda

The agenda for the Conference is as follows:

1. Report of the Director-General.
2. Financial and budgetary questions.
3. Information and reports on the application of Conventions and Recommendations.
4. Vocational training (second discussion).
5. Equality of treatment of nationals and non-nationals in social security (second discussion).
6. Prohibition of the sale, hire and use of inadequately guarded machinery (first discussion).
7. Termination of employment (dismissal and layoff) (first discussion).
8. Changes in the provisions of the Constitution of the International Labour Organization relating to the number of members in the Governing body.
9. Hours of work (third discussion).
10. Revision of the Social Policy. (Non-Metropolitan Territories), Convention, 1946, by the elimination of the provisions that limit its application to non-metropolitan territories.

Sixth Session, Chemical Industries Committee

Adopts conclusions on two items: teaching of safe practices by audio-visual methods, and methods of determining extra rates for shift work and overtime

The Chemical Industries Committee* of the International Labour Organization ended its Sixth Session on May 18. The session opened on May 7, in Geneva.

The Committee adopted two series of conclusions bearing on the two technical items on the agenda for the session: (1) Safe practices by audio-visual teaching methods in the chemical industries; (2) Principles and methods for determining extra rates for shift work and overtime in the chemical industries.

Max de la Fuente Locker, Representative of the Government of Peru on the Governing Body, presided over the session. He was assisted by Louis Jullien, French Employers' Delegate, and by W. L. Mitchell, United States Workers' Delegate.

Government, Employers' and Workers' delegates from 20 countries, including Canada, took part in the session, which was attended also by observers from the European Economic Community, the League of Arab States and international employers' and workers' organizations.

The Canadian delegation comprised:

Government delegates—Harris S. Johnstone, Assistant Director, Industrial Relations Branch, Department of Labour, head of delegation; and George G. Blackburn, Director, Information Branch, Department of Labour.

Worker delegates—Gordon McIlwain, Canadian Vice-President and Director of Organization, International Chemical Workers' Union, Toronto; and Carl Reimer, Canadian Director, Oil, Chemical and Atomic Workers' International Union, Edmonton.

Employer delegates—O. A. Hutton, Director of Labour Relations, Dominion Tar and Chemical Co., Ltd., Montreal; and John C. McDonald, Manager, Market Research, Bakelite Division, Union Carbide of Canada Ltd., Belleville, Ont.

Teaching of Safe Practices

In its conclusions on the teaching of safe practices, the Committee posed the principle that safety should be the concern of all ranks in industry and should be one of the primary responsibilities of management.

It pointed out that, at the design and construction stages of plant and equipment, production processes and the layout of workships should be studied with a view to ensuring accident-free operation and an ergonomically satisfactory working environment. (Ergonomics is the science of fitting the job to the workers.)

*One of the ILO's industrial committees inaugurated in 1945 to deal with the particular problems of some of the most important international industries.

The Committee's conclusions also contained various suggestions for safety education through basic training and through in-plant training programs at all levels—management, supervisory staff, workers—and all stages of industrial activity. The use of audio-visual aids was recommended for the teaching and inculcation of safe practices.

Effective but inexpensive visual aids listed by the Committee by way of example included the blackboard, tear-off sheets of large size paper, illustrated flip-sheets, pin-ups, flannel-graphs, magnetic boards and photographs. Suggested aids requiring projection or other equipment included slides and filmstrips, films and television.

Discussion in the subcommittee set up to examine the safety question brought out the fact that films on safety, in addition to providing straight instruction, could also bring home their message by humour or by horror.

The Committee's conclusions recommend the use of colours to identify—wherever possible, in accordance with a standard scheme—guards, equipment, the contents of pipelines, etc.

The Committee noted that joint works committees had an important part to play in propagating safe practices. Such committees, the Committee said, should include representatives of management and of workers and should be responsible for general advice on improving safety, investigating accidents and developing safety consciousness.

The conclusions also covered the contributions that could be made to safety training by government departments and labour inspection services, national safety societies and institutions, employers' and workers' organizations in the chemical industries.

Finally, the Committee listed a number of suggestions for action to be undertaken by the International Labour Office. These suggestions will be considered by the ILO Governing Body. One of the suggestions called for the production of a manual on audio-visual aids and on methods of evaluating their effectiveness. Another called for an enlargement of the ILO's library of films relating to safety.

Shift Work and Overtime

In its conclusions relating to extra rates for shift work and overtime, the Committee set forth certain principles and methods for the guidance of governments and of employers' and workers' organizations.

The Committee noted in the first place that shift work often caused inconveniences and expense to the worker and disturbed the normal conditions of his physical, family and social life. It recognized that where such inconvenience existed, there should be adequate compensation.

How is this compensation to be determined? The Committee agreed that a progressive factor would usually be present. For example, it has generally been found that the degree of inconvenience is greatest in the case of continuous shift work involving both night and week-end work; it exists to a lesser extent in the case of non-continuous shift work involving night work but normally no week-end work. Under the two-shift system, the afternoon shift generally entails more inconvenience than the morning shift. The Committee held that shift payments should in all cases be a fair and equitable recompense.

It was, the Committee observed, generally recognized that overtime premium rates should be paid (either on a differential or on a uniform basis) for time worked in excess of normal hours. The Committee held that where a differential basis was used, rates should increase after a certain number of hours had been worked or if the overtime involved night work. The Committee noted, too, that it was customary for enhanced rates to be paid for overtime work on Sunday or the equivalent rest day.

Workers recalled to work after leaving the workplace should, according to the Committee, be guaranteed wages for a minimum number of hours or, alternatively, a special payment in respect of each recall, the compensation being relative to the inconvenience caused. The Committee added that overtime rates should apply for the hours actually worked in the case of a recall.

Resolutions

One of the resolutions adopted by the Committee called on the Governing Body to request the International Labour Office to undertake a study on wage and policy structure in the chemical industries. The resolution specified that the proposed study should be presented as part of the General Report to the Committee's Seventh Session.

INDUSTRIAL RELATIONS AND CONCILIATION

Certification and Other Proceedings before the Canada Labour Relations Board

The Canada Labour Relations Board met for two days during April.

The Board issued seven certificates designating bargaining agents, ordered two representation votes, rejected one application for certification, and gave a decision on a request for review under Section 61(2) of the Act.

During the month the Board received three applications for certification, one application for revocation of certification, and allowed the withdrawal of one application for certification.

Applications for Certification Granted

1. Transport Drivers, Warehousemen and Helpers' Union, Local 106 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of truck drivers and labourers employed by Piette Transport Inc., Joliette, Que. (L.G., April, p. 442).

2. Teamsters, Chauffeurs, Warehousemen and Helpers Local 91; Transport Drivers, Warehousemen and Helpers Union Local 106; and General Truck Driver's Local 938, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of drivers and mechanics employed by the Toronto Ottawa Valley Express Limited, Pembroke, Ont., working in and out of Pembroke and Toronto, Ont., and Montreal, Que. (L.G., April, p. 442).

3. Teamsters, Chauffeurs, Warehousemen and Helpers Union Local No. 880; General Drivers, Warehousemen & Helpers Local No. 979; Dairymen, Warehousemen, Cartagemen, Truckers and Helpers Local No. 987; General Teamsters Union Local No. 181; Line Drivers, Warehousemen, Pickup Men & Dockmen's Union, Local No. 605, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Canadian Freightways Limited, Calgary, Alta., working in and out of its terminals in Canada (L.G., April, p. 442).

4. Dairymen, Warehousemen, Cartagemen, Truckers and Helpers Local No. 987; General Teamsters Union Local No. 181; and Line Drivers, Warehousemen, Pickup Men and Dockmen's Union, Local No. 605, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of drivers, warehousemen, and garagemen employed by Millar & Brown Ltd., Cranbrook, B.C. (L.G., April, p. 442).

5. The Commercial Telegraphers' Union, Canadian National System Division No. 43, on behalf of a unit of diesel mechanics employed by the Canadian National Railways, Montreal, Que., in its Telecommunications Department at various locations in Canada (L.G., April, p. 442).

6. International Longshoremen's and Warehousemen's Union, Local 502, on behalf of a unit of dock and warehouse employees of Overseas Transport Co. Ltd., employed on the company's premises on the Fraser River in New Westminster, B.C. (L.G., April, p. 442).

7. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, on behalf of a unit of ticket sales agents employed by Northwest Airlines, Inc., at Winnipeg, Man., and Edmonton, Alta. (L.G., May, p. 530).

Representation Votes Ordered

1. Dairymen, Warehousemen, Cartagemen, Truckers and Helpers, Local No. 987 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, Tiger Transfer Ltd., Calgary, Alta., respondent, and Ronald Patterson, *et al,* interveners (L.G., April, p. 442). The Board directed that only the name of the applicant be on the ballot in

This section covers proceedings under the Industrial Relations and Disputes Investigation Act, involving the administrative services of the Minister of Labour, the Canada Labour Relations Board, and the Industrial Relations Branch of the Department.

Scope and Administration of Industrial Relations and Disputes Investigation Act

Conciliation services under the Industrial Relations and Disputes Investigation Act are provided by the Minister of Labour through the Industrial Relations Branch. The branch also acts as the administrative arm of the Canada Labour Relations Board, in matters under the Act involving the board.

The Industrial Relations and Disputes Investigation Act came into force on September 1, 1948. It revoked the Wartime Labour Relations Regulations, P.C. 1003, which became effective in March, 1944, and repealed the Industrial Disputes Investigation Act, which had been in force from 1907 until superseded by the Wartime Regulations in 1944. Decisions, orders and certificates given under the Wartime Regulations by the Minister of Labour and the Wartime Labour Relations Board are continud in force and effect by the Act.

The Act applies to industries within federal jurisdiction, i.e., navigation, shipping, interprovincial railways, canals, telegraphs, interprovincial and international steamship lines and ferries, aerodromes and air transportation, radio broadcasting stations and works declared by Parliament to be for the general advantage of Canada or two or more of its provinces. Additionally, the Act provides that provincial authorities, if they so desire, may enact similar legislation for application to industries within provincial jurisdiction and make mutually satisfactory arrangements with the federal Government for the administration of such legislation.

The Minister of Labour is charged with the administration of the Act and is directly responsible for the appointment of conciliation officers, conciliation boards, and Industrial Inquiry Commissions concerning complaints that the Act has been violated or that a party has failed to bargain collectively, and for application for consent to prosecute.

The Canada Labour Relations Board is established under the Act as successor to the Wartime Labour Relations Board to administer provisions concerning the certification of bargaining agents, the writing of provisions—for incorporation into collective agreements—fixing a procedure for the final settlement of disputes concerning the meaning or violation of such agreements and the investigation of complaints referred to it by the minister that a party has failed to bargain collectively and to make every reasonable effort to conclude a collective agreement.

Copies of the Industrial Relations and Disputes Investigation Act, the Regulations made under the Act, and the Rules of Procedure of the Canada Labour Relations Board are available upon request to the Department of Labour, Ottawa.

Proceedings under the Industrial Relations and Disputes Investigation Act are reported below under two headings: (1) Certification and other Proceedings before the Canada Labour Relations Board, and (2) Conciliation and other Proceedings before the Minister of Labour.

Industrial Relations Officers of the Department of Labour are stationed at Vancouver, Winnipeg, Toronto, Ottawa, Montreal, Fredericton, Halifax and St. John's, Newfoundland. The territory of four officers resident in Vancouver comprises British Columbia, Alberta and the Yukon and Northwest Territories; two officers stationed in Winnipeg cover the province of Saskatchewan and Manitoba and Northwestern Ontario; four officers resident in Toronto confine their activities to Ontario; five officers in Montreal are assigned to the province of Quebec, and a total of three officers resident in Fredericton, Halifax and St. John's represent the Department in the Maritime Provinces and Newfoundland. The headquarters of the Industrial Relations Branch and the Director of Industrial Relations and staff are situated in Ottawa.

the vote, which affected a unit of drivers, shopmen, and swampers (Returning Officer: D. S. Tysoe).

2. Cape Breton Projectionists' Union Local No. 848 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, applicant, and Atlantic Television Co. Ltd. (CFXU-TV), Antigonish, N.S., respondent (L.G., May, p. 529) (Returning Officer: D. T. Cochrane).

Application for Certification Rejected

Transport Drivers, Warehousemen and Helpers' Union Local 106; General Truck Driver's Local 938; and Teamsters, Chauffeurs, Warehousemen and Helpers Local 91, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicants, Taggart Service Limited, Ottawa, Ont., respondent, and Taggart Service Limited Employees Association, intervener (L.G., May, p. 529). The application was rejected for the reason that it was not supported by a majority of the employees affected in the representation vote taken by the Board.

Request for Review under Section 61(2) of Act

National Association of Broadcast Employees and Technicians, applicant, and Baton Broadcasting Limited (formerly Baton Aldred Rogers Broadcasting Limited) (CFTO-TV), respondent (L.G., April, p. 442). The Board granted the request for review with respect to the change in the name of the respondent but denied the request that the Board's order of April 10, 1961 be varied to include the classification of rear-screen projectionist.

Applications for Certification Received

1. Truckers, Cartagemen, and Building Material Employees Local Union No. 362;

General Drivers, Warehousemen and Helpers Local No. 979; General Truck Drivers Union Local No. 938; Line Drivers, Warehousemen, Pickup Men and Dockmen's Union Local 605, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees, including owner-drivers, employed by Pacific Inland Express Ltd., Calgary, Alta. (Investigating Officer: D. S. Tysoe).

2. General Truck Drivers' Union, Local 879 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Hill the Mover (Canada) Limited, North Stoney Creek, Ont. (Investigating Officer: A. B. Whitfield).

3. International Longshoremen's and Warehousemen's Union, Local 501, on behalf of a unit of dock and shed employees employed by the Coastwise Pier Limited, Vancouver, B.C. (Investigating Officer: G. H. Purvis).

Application for Revocation Received

Lorne Shepherd, *et al*, applicant, Frontenac Broadcasting Company Limited, Kingston, Ont., respondent, and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, respondent. The application was for the revocation of the certification issued by the Board on April 6, 1961 to the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, in respect of a unit of employees employed by the company at CKWS-TV in Kingston, Ont. (L.G., June 1961, p. 566).

Application for Certification Withdrawn

International Longshoremen's and Warehousemen's Union, Local 501, applicant, and Coastwise Pier Limited, Vancouver, B.C., respondent (L.G., May, p. 530) (for new application submitted since this withdrawal, see "Applications for Certification Received", above).

Conciliation and Other Proceedings before the Minister of Labour

Conciliation Officers Appointed

During April, the Minister of Labour appointed conciliation officers to deal with the following disputes:

1. Leamington Transport (Western) Limited, Leamington, Ont., and Local 979 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Conciliation Officer: T. B. McRae).

2. Baton Aldred Rogers Broadcasting Limited (CFTO-TV) Agincourt, Ont., and Motion Picture Studio Production Technicians, Local 873, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (Conciliation Officers: F. J. Ainsborough and T. B. McRae).

3. Civil Service Association of Canada (Quebec Harbour Police), and National Harbours Board (Conciliation Officer: C. E. Poirier).

Settlements Reported by Conciliation Officers

1. Giant Yellowknife Mines Limited, Yellowknife, N.W.T., and Yellowknife District Miners Union, Local 802, International Union of Mine, Mill and Smelter Workers (Conciliation Officer: D. S. Tysoe) (L.G., May, p. 533).

2. Canadian National Railways, Mulgrave, N.S., and Canadian Brotherhood of Railway, Transport and General Workers (Conciliation Officer: D. T. Cochrane) (L.G., May, p. 533).

3. Canadian Marconi Company (CFCF-TV) Montreal, and National Association of Broadcast Employees and Technicians (Conciliation Officer: C. E. Poirier) (L.G., May, p. 533).

4. Canadian Arsenals Limited, Long Branch, Ont., and Canadian Guards Association (Conciliation Officer: T. B. McRae) (L.G., May, p. 533).

5. Canadian National Steamship Company Limited (Pacific Coast Service) (Steward's Department) and Canadian Brotherhood of Railway, Transport and General Workers (Conciliation Officer: G. R. Currie) (L.G., March, p. 333).

6. Canadian National Steamship Company Limited (Pacific Coast Service) (Pursers and Radio Telegraph Operators) and Canadian Brotherhood of Railway, Transport and General Workers (Conciliation Officer: G. R. Currie) (L.G., March, p. 333).

7. Canadian Pacific Air Lines, Limited, Vancouver, and Canadian Air Line Flight Attendant's Association (Conciliation Officer: G. R. Currie) (L.G., Feb., p. 158).

Conciliation Boards Appointed

1. British Columbia Towboat Owners' Association (C. H. Cates & Sons, M. R. Cliff, Deeks McBride, Gulf of Georgia Towing, Harbour Services, Kingcome Navigation Co., McKenzie Barge Co., Quatsino Navigation and Straits Towing) Vancouver, and Seafarers' International Union of North America, Canadian District (L.G., April, p. 444).

2. British Columbia Towboat Owners' Association, Vancouver, and Marine Engineers Local 425 of the Canadian Brotherhood of Railway, Transport and General Workers (L.G., Jan., p. 53).

Conciliation Boards Fully Constituted

1. The Board of Conciliation and Investigation established in March to deal with a dispute between Rio Algom Mines Limited (Nordic Division and Milliken Division) Elliot Lake, Ont., and United Steelworkers of America (L.G., May, p. 533) was fully constituted in April with the appointment of Judge Hugh C. Arrell of Hamilton, Ont., as Chairman. Judge Arrell was appointed by the Minister on the joint recommendation of the other two members, George S. P. Ferguson, Q.C., and David Archer, both of Toronto, who were previously appointed on the nomination of the company and union, respectively.

2. The Board of Conciliation and Investigation established in March to deal with a dispute between Canadian National Railways; Canadian Pacific Railway Company; Toronto, Hamilton and Buffalo Railway Company; Ontario Northland Railway; Algoma Central and Hudson Bay Railway; Midland Railway of Manitoba, and Sydney and Louisburg Railway Company, and the Negotiating Committee representing the Associated Non-Operating Unions (L.G., May, p. 533) was fully constituted in April with the appointment of the Honourable Mr. Justice F. Craig Munroe of Vancouver as Chairman. Mr. Justice Munroe was appointed by the Minister in the absence of a joint recommendation from the other two members, A. G. Cooper, Q.C., Halifax, and David Lewis, Q.C., Toronto, who were previously appointed on the nomination of the companies and unions, respectively.

Conciliation Board Reports Received

1. Canadian National Railways, and Brotherhood of Railroad Trainmen (L.G., Sept. 1961, p. 922). The text of the report is reproduced below.

2. British Columbia Towboat Owners' Association (certain member companies), and Local 400 of the Canadian Brotherhood of Railway, Transport and General Workers (L.G., May, p. 533). The text of the report is reproduced below.

3. Motor Transport Industrial Relations Bureau (certain member companies in Quebec), and Local 106 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L.G., Feb., p. 158). The text of the report is reproduced below.

4. Dominion Steel and Coal Corporation, Ltd., Dominion Shipping Division, Montreal, and Seafarers' International Union of North America, Canadian District (L.G., Jan., p. 54). The text of the report is reproduced below.

Report of Board in Dispute between

Canadian National Railways
and
Brotherhood of Railroad Trainmen

General Introduction

Employees Concerned

The conclusion of collective agreements affects the following groups of employees:

1. Yardmasters and assistant yardmasters, Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions, except yardmasters on former government railways south of the St. Lawrence River.

2. Yardmasters, former Canadian Government railways south of St. Lawrence River, yard foremen, helpers and switchtenders, Atlantic, St. Lawrence and Great Lakes Regions combined yard service.

3. Conductors, assistant conductors, train baggagemen, and trainmen, Atlantic, St. Lawrence and Great Lakes Regions.

4. Express messengers on Newfoundland Division, Atlantic Region.

5. Conductors, Prairie and Mountain Regions.

6. Baggagemen, flagmen and trainmen, Prairie and Mountain Regions.

7. Freight handlers LCL service, Prairie and Mountain Regions.

8. Yard foremen, helpers and switchtenders, Prairie and Mountain Regions.

9. Yardmen (foremen), yardman (helper) engineer and firemen, Ogden Point Dock, Victoria, B.C., Mountain Region.

10. Conductors, trainmen, Thousand Islands Railroad Company, St. Lawrence Region.

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Appearances for the Company

Thomas A. Johnstone, Manager, Labour Relations, Montreal, P.Q.

Robert C. Sykes, Assistant Manager, Labour Relations, Montreal, P.Q.

Pierre Taschereau, Assistant General Solicitor.

K. McReynolds, Labour Relations Assistant, Montreal, P.Q.

Maurice A. Cocquyt, Labour Relations Officer, Winnipeg, Man.

Ray St. Pierre, Labour Relations Assistant, Montreal, P.Q.

Appearances at times for the Company

W. T. Wilson, Vice President, Personnel & Labour Relations, Montreal, P.Q.

E. L. Murray, Industrial Relations Research, Montreal, P.Q.

Graham MacDougall, Solicitor, Montreal, P.Q.

R. A. Bandeen, Economist, Montreal, P.Q.

Appearances for the Brotherhood

G. C. Gale, Vice President, Winnipeg, Man.

W. P. Kelly, Vice President, Ottawa, Ont.

F. A. O'Grady, General Chairman, Central Region, Toronto, Ont.

P. LaRochelle, General Chairman, Canadian National Railways, Lines East, Quebec, P.Q.

H. C. Walsh, General Chairman, Western Region, Winnipeg, Man.

D. Paltiel, Economist, Montreal, P.Q.

G. McDevitt, Assistant General Chairman, Central Region, Toronto, Ont.

Appearances at times for the Brotherhood

W. G. McGregor, Vice President

J. Stoltz, Statistician

C. W. Stanley, Manager, Schedule-Statistical Bureau, Cleveland, Ohio

D. Romani, W. L. Appelquist and B. Theck, Assistants, Schedule-Statistical Bureau, Cleveland, Ohio

Introduction to Report

This Board of Conciliation and Investigation appointed under the Industrial Relations and Disputes Investigation Act to deal with the dispute between the Canadian National Railways and the Brotherhood of Railroad Trainmen met with the parties in Ottawa on August 24, September 29 and 30 and October 20, 1961 and in Montreal on October 6, 27 and 28, November 9 and 10, December 1, 2 and 3, 1961 and January 5 and 6, February 8, 9, 10 and 11, 1962.

In addition, the Chairman met with Senator Roebuck at Ottawa on March 23, 1962 and with Mr. Meighen in Montreal on March 24, 1962 to discuss the recommendations to be made in this report.

This Board greatly regrets that in spite of every effort it was unable to fulfil its primary function in arranging a settlement of the issues in dispute and so must make this report.

For convenience this report is divided into separate chapters which deal with various phases.

Five Operating Regions

Formerly there were three operating regions on the Canadian National Railways known as the Atlantic, Central and Western Regions, but the Central and Western Regions have now been divided into two regions each so that there are presently five operating regions as follows: Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions.

Seven Collective Agreements Now Open

This Board is primarily concerned with negotiations for the renewal of seven collective agreements all of which continued in effect until May 31, 1961 and with respect to which Notices of Revision were filed by the Brotherhood on April 1, 1961.

These seven collective agreements are as follows:

1. *Eastern Agreement*—covering the former Atlantic and Central Regions (now the Atlantic, St. Lawrence and Great Lakes Regions) excluding Central Region lines in the U.S.A.) and relating to the classifications of conductors, assistant conductors, baggagemen, flagmen, brakemen, yardmasters and yardmen (yard foremen, helpers and switch tenders) totalling about 6,170 employees.

2. *Western Conductors' Agreement*—covering the former Western Region (now the Prairie and Mountain Regions) and relating to the classification of conductors approximately 455 in number.

3. *Western Trainmen's Agreement*—covering the same area as No. 2 above and relating to the classifications of baggagemen, flagmen and brakemen, some 1260 in number.

4. *Western Yardmen's Agreement*—covering the same area as Nos. 2 and 3 above and relating to the classifications of Yardmen, i.e., yard foremen, helpers and switch tenders amounting to approximately 1155 employees.

5. *Western Freight Handlers' Agreement*—covering the same areas as Nos. 2, 3 and 4 above and relating to some 18 LCL freight handlers on passenger trains.

6. *Yardmasters' Agreement*—covering the whole Canadian National Railways system, i.e., all lines in Canada except for the former Canadian Government railway south of the St. Lawrence River and relating to the classifications of yardmasters and assistant yardmasters amounting to some 320 in number.

7. *Express Messengers' Agreement*—covering the Newfoundland area only, which is part of the Atlantic Region, and relating to the classification of express messengers operating in passenger trains, some eight in number.

All of the above mentioned employees are represented by the Brotherhood and total some 9,386 in number, which figure is based upon the average of 12 mid-month counts for the year 1960.

This group of employees, 9,400 in round figures, represents approximately 10 per cent of the total labour force of the Company (actual figure is approximately 9.8 per cent) as compared with the 72 per cent of the total labour force represented by the largest group of Company employees known as the non-operating group.

Brotherhood Demands or Requests for Amendment

The Brotherhood demands may be classified as follows:

I. Initial Demands—General

II. Initial Demands—Special

III. Supplementary Proposals — Regional Rules.

IV. Demands Deferred by Agreement.

For reference purposes these demands are set out below in the above order.

I. Initial Demands—General

The Brotherhood has three general chairmen of whom the general chairman, Lines East represents the Atlantic Region, including Newfoundland; the general chairman, Central Region, represents the St. Lawrence and Great Lakes Region; and the general chairman, Western Region, represents the Prairie and Mountain Regions.

The Notices of Revision of the collective agreements served upon the Company by these three general chairmen, which specified the Brotherhood's initial demands, were by and large the same.

However, these demands varied somewhat depending upon what collective agreements were concerned and for convenience of reference the demands and the collective agreements to which they are applicable are set out here in tabular form.

During April, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between the Canadian National Railways and the Brotherhood of Railroad Trainmen.

The Board was under the chairmanship of His Honour Judge John B. Robinson of Haileybury, Ont. He was appointed by the Minister in the absence of a joint recommendation from the other two members, T. R. Meighen, Q.C., of Montreal, and Hon. A. W. Roebuck, Q.C., of Toronto, nominees of the company and union, respectively.

The majority report, which under the provisions of the Industrial Relations and Disputes Investigation Act constitutes the Report of the Board, was submitted by the Chairman and Mr. Meighen. The minority report was submitted by Senator Roebuck. Mr. Meighen also submitted an addendum.

The majority and minority reports, together with the addendum, are reproduced here.

Chart I—Brotherhood Initial Demands—General

N.B. The order of listing of these demands has been altered in some cases to assist in making comparisons.

Table A *Ten Initial Demands* (*Road Service*)	Table B *Nine Initial Demands* (*Yard Service*)
1. Wages—18% increase.	1.
2. Vacations—4 weeks after 20 years.	2.
3. Statutory Holidays—add 1 to make 8.	3.
4. Statutory Holidays—enlarge qualification.	4. → Same as in Table A
5. Booking Rest—after 8 hours.	5.
6. Interchangeable Rights.	6.
7. No Material Change in Collective Agreement Without Mutual Consent.	7.
8. Guarantee—spare board 2000 miles per month.	8. Same as in Table A except guarantee is 16 days per month.
9. Lay Rule—payment after 12 hours. →	No comparable demands as items 9 and 10 of Table A only applicable to Road Service.
10. Mileage Limitation.	
No comparable demand as Road Service is not paid on *per diem* basis. ←	9. Shift Differential afternoon shift—10¢ per hr. night shift—15¢ per hr.

Table C *Five Initial Demands* (*Yardmaster Agreement*)	
1. Wages.	→ Same as Table A, items 1, 2 and 7
2. Vacations.	
3. Statutory Holidays.	
4. No Material Change.	
5. Shift Differentials.	→ Same as Table B, item 9

Observations with Respect to Chart I—The following comments may assist in a consideration of Chart I:

1. Table A lists the Brotherhood initial demands relating to road service and Table B lists the initial demands of the Brotherhood relating to yard service.

2. The first seven demands listed are common to both road and yard service and the eighth demand is for a guarantee for the spare board in each case, but in the case of road service the guarantee requested is calculated on a mileage basis whereas in the case of yard service it is based upon a *per diem* basis.

3. The demands for an improvement in the lay rule and for mileage limitation are peculiar to road service whereas the demand for shift differentials is peculiar to yard service.

4. The reason for these differences is, of course, due to the fact that road service employees are employed to move trains, that is, get them over the road as expeditiously as possible, with due regard for safety, and consequently they are paid on a dual basis of pay, taking into account both the time worked and the mileage run.

5. On the other hand, yard service employees are engaged in preparing trains for movement over the road and delivering cars to their final destination after arrival at the objective terminal, and accordingly they are paid on a *per diem* basis based upon an eight-hour work day and are paid overtime for time worked outside the daily limits. Also, yard service employees work upon a shift work basis which includes day, afternoon and night shifts.

Chart II—Application of Initial Demands—General

I—Ten Initial Demands	*Collective Agreement* No.		*Regions*	*Classifications*
Table A (Road Service)	1.	Eastern Agreement	Atlantic St. Lawrence Great Lakes	Conductors Asst. Conductors Baggagemen Flagmen Brakemen
	2.	Western Agreement	Prairie Mountain	Conductors
	3.	Western Agreement	Prairie Mountain	Baggagemen Flagmen Brakemen
	4.	Freight Handlers' Agreement	Prairie Mountain	L.C.L. Freight Handlers on passenger trains

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II—Nine Initial Demands				
Table B (Yard Service)	1.	Eastern Agreement	Atlantic St. Lawrence Great Lakes	Yardmasters* Yard Foremen** Yard Helpers** Switch Tenders**
	5.	Western Yardmen's Agreement	Prairie Mountain	Yard Foremen Yard Helpers Switch Tenders
III—Five Initial Demands				
Table C (Yardmasters)	6.	Yardmasters' Agreement	All lines in Canada *except* former C.G. lines South of St. Lawrence	Yardmasters Asst. Yardmasters

II—Initial Demands—Special

In addition to the Brotherhood Initial Demands of a General Nature, set out in accompanying Chart I, the Brotherhood served notice on the Company of Two Initial Demands of a more limited nature which are here referred to as Initial Demands—Special, and are as follows:

1. *Extension of Yardmasters' Agreement to Cover Territory South of the St. Lawrence River*—The proposal here is that the agreement covering rates of pay and working conditions of yardmasters and assistant yardmasters on lines in Canada (except former C.G. railways south of St. Lawrence River) be extended to include yardmasters and assistant yardmasters employed as such south of the St. Lawrence River on the Atlantic Region.

2. *Car Retarder Operators*—The proposal is to revise the memorandum of agreement covering car retarder operators and to discuss the amendments in conjunction with the notices served under existing agreements covering yard service employees.

III—Brotherhood Supplementary Proposals—Regional Rules

The Brotherhood demands referred to above as Initial Demands—General and Special, were all itemized in formal notices served by the Brotherhood upon the Railway on April 1, 1961.

However in addition to these demands, during conferences or negotiations with the Railway in April 1961, the Brotherhood submitted to the Railway further proposals for revision of the regional rules which may be summarized as follows:

East—Atlantic, St. Lawrence and Great Lakes Regions—Yard supplementary notice—22 proposals; yardmasters schedule rules—10 proposals; road schedule rules—25 proposals.

West—Prairie and Mountain Regions—Yard supplementary notice—20 proposals; road supplementary notice—17 proposals (conductors and trainmen).

IV—Matters Deferred by Agreement of Parties

By agreement of the parties it was decided to defer consideration of the following matters until the settlement of the main issues between the Railroad and the Brotherhood:

1. Express messengers on Newfoundland Division, Atlantic Region—Four Brotherhood demands.

2. Conductors, trainmen, Thousand Islands Railroad Company, St. Lawrence Region—Four Brotherhood demands.

3. Yardman (foreman), yardman (helper), engineer and fireman, Ogden Point Dock, Victoria, B.C.—Eight Brotherhood demands.

Company Proposals for Revisions to Collective Agreement

47 Company Proposals

In May 1961, during negotiations between the parties, the Company submitted some 47 proposals for revision of the various collective agreements as follows:

1. *East (Atlantic, St. Lawrence and Great Lakes Regions)*—(a) Road service—14 proposals; (b) yard service—Six proposals.

2. *West (Prairie and Mountain Regions)*—(a) Road service—12 proposals; (b) yard service—11 proposals.

3. *Miscellaneous*—(a) Yardmasters' system agreement—One proposal; (b) Expressmen in Newfoundland Area—One proposal;

*The yardmasters covered by the Eastern Agreement are *only* those on former C.G. lines south of the St. Lawrence; all other yardmasters are covered by the Yardmasters Agreement, No. 6 above.

**Yard foremen, helpers and switchtenders in the East, (i.e, Atlantic, St. Lawrence and Great Lakes Regions) do not have a separate collective agreement but are included in the Eastern Agreement covering road and yard service.

(c) L.C.L. freight handlers, passenger trains, Prairie and Mountain Regions—One proposal; (d) Ogden Point Dock, Victoria, B.C.—One proposal.

However, for the purpose of its presentation to this Conciliation Board, the Company reduced its proposals from the 47 mentioned above to 10 principal items which are listed below:

Ten Remaining Company Proposals

1. Work within switching limit—system wide—i.e., East and West.
2. Car retarder operators' agreement—West only, i.e., Prairie and Mountain Regions.
3. Rotating spare board—West only, i.e., Prairie and Mountain Regions—yard service.
4. Monthly guarantee—East only, i.e., Atlantic, St. Lawrence and Great Lakes Regions—passenger trainmen.
5. Third brakemen on freight trains—West only, i.e., Prairie and Mountain Regions—road service.
6. Junction switching rule—West only, i.e., Prairie and Mountain Regions—road service.
7. Trainmen switching at terminals—East only, i.e., Atlantic, St. Lawrence and Great Lakes Regions.
8. Trainmen called for extra service—East only, i.e., Atlantic, St. Lawrence and Great Lakes Regions.
9. Trainmen on work train service released for Saturdays and Sundays—system wide, i.e., East and West.
10. Compensation for deadheading—East only, i.e., Atlantic, St. Lawrence and Great Lakes Regions.

CHAPTER II—METHOD ADOPTED BY BOARD FOR MAKING REPORT

Necessity of Simplified Procedure

It will be noted that Chapter I deals largely with a simple outline of the main proposals made by each party for revision of the various collective agreements and no attempt has been made to deal with the nature and implications of the proposals.

Also, the supplementary proposals submitted by the Brotherhood have been referred to only in passing by specifying the number involved without indicating what these proposals actually are.

Thus it is quite apparent that due to the number of issues involved, to say nothing of their nature or complexity, this Board must adopt some simplified method of procedure in writing this report in an attempt to avoid confusing the reader with a welter of detail.

In this connection the task of the Board has been lightened by the action of the Company in withdrawing some 37 proposals for revision before the Board hearings commenced.

The Board Chairman had hoped that the Brotherhood would similarly withdraw many, if not all, of its Supplementary proposals—Regional rules—before the Board was required to write its report.

However, the Brotherhood Committee would not agree to do this although it did agree, under considerable pressure from the Board Chairman, and for the purpose of facilitating a settlement only, to set aside most of the Supplementary proposals —Regional rules.

As no settlement was obtained, the whole field of the supplementary proposals must be dealt with in this report although they cover a rather wide field, ranging from a proposal that the Company pay for cleaning and repairing the standard watch of the employee to a request for a guaranteed wage agreement on the basis of supplementary unemployment insurance.

Scheme Adopted for Board Report

It is proposed to separate the Brotherhood proposals into three main divisions and deal separately with each as follows:

a. *Main Brotherhood Proposals*—Reference to Chart I of Chapter I will indicate that in its Initial Demands—General, the Brotherhood has 10 proposals relating to road service, eight of which relate to yard service as well, and there is also one proposal peculiar to yard service, viz., shift differentials.

In addition there are two Initial Demands—Special, which are the proposal for the extension of yardmasters' agreement to cover territory south of the St. Lawrence River and the car retarder operators' proposal.

To these may be added four proposals taken from the Supplementary Proposals—Regional rules, viz.: health and welfare, yardmen's vacation benefits, composite service and revision of questions and answers to Article 147.

The above Brotherhood proposals, which total 17 in number, may be referred to as the Main Brotherhood Proposals and are listed here for reference purposes as follows:

1. Wages
2. Vacations—4 weeks after 20 years
3. Statutory Holidays—add 1 to make 8
4. Statutory Holidays—enlarge qualification
5. Booking Rest—after 8 hours
6. Interchangeable Rights
7. No Material Change without Mutual Consent
8. Guarantees—Spare Board—road 2,000 miles per month; yard, 16 days per month
9. Lay Rule—payment after 12 hours
10. Mileage Limitation
11. Shift Differentials—yard only
12. Extension of Yardmasters' Agreement South of St. Lawrence River

13. Car Retarder Operator
14. Health and Welfare
15. Yardmen's Vacation Benefits
16. Composite Service
17. Revision of Questions and Answers to Article 147—East only.

For the sake of convenience it is proposed to deal separately with the question of wages which will be considered in some detail in the final stage of this report.

b. *Brotherhood Supplementary Proposals —Regional Rules*—These consist of some 57 proposals concerning the East (Atlantic, St. Lawrence and Great Lakes Regions) and some 37 proposals relating to the West (Prairie and Mountain Regions).

However, many of these proposals are common to the East and West, reducing the number to receive separate consideration from 94 to approximately 53 proposals of which four have been included in (a) preceding.

The *remaining* Brotherhood Supplementary proposals—Regional rules, some 49 in number, will be dealt with in a separate chapter of this report.

c. *Company Proposals*—The 10 Company proposals which are set out in Chapter I will all be considered and dealt with in a chapter of this report dealing solely with Company proposals.

d. *Summary*—Accordingly, the proposals put before this Board by the parties will be dealt with as follows:

Chapter Three—Main Brotherhood Proposals except Wages

Chapter Four —Ten Company Proposals

Chapter Five —Brotherhood Supplementary Proposals —Regional Rules

Chapter Six —Wages.

CHAPTER III—MAIN BROTHERHOOD PROPOSALS EXCEPT WAGES

Introduction

These main Brotherhood proposals, except wages, are 16 in number and will be dealt with in the following order:

Proposal Subject	*Details*	*Service to Which Applicable*
1. Vacations	—4 weeks after 20 years.	Road and Yard
2. Statutory Holidays	—one additional paid holiday for Yard Service.	Yard
	eight paid holidays for Road Service.	Road
3. Statutory Holidays	—in the event a statutory holiday falls on an employee's assigned day off or while on annual vacation, he will be allowed an additional day off with pay.	Road and Yard
4. Booking Rest	—Road and Yard Service employees may book rest after 8 hours.	Road and Yard
5. Held Away From Home Terminal (Lay Rule)	—amend excessive lay rules to provide payment after 12 hours instead of 16 hours.	Road only
6. Interchangeable Rights	—add rule to provide for interchangeable rights for Road and Yard service employees subject to approval by individual General Committees.	Road and Yard
7. Guarantees	—for spare Trainmen of 2000 miles per month.	
	for spare Yardmen of 16 days per month.	Road and Yard
8. Mileage Limitations	—a mileage limitation for Road service employees to be policed by the Company and records maintained by the Company. Mileage to be established by respective General Committees.	Road only
9. Shift Differentials	—Yardmen and Yardmasters to be paid a shift differential, afternoon shift 10¢ per hour, night shift 15¢ per hour.	Yard only

10. No Material Change	—contracts to contain clause that no material change or alteration of conditions of employment shall be made during the currency of the contracts unless mutually agreed to by both parties.	Road and Yard
11. Extension of Yardmasters' Agreement	—that the Agreement covering Yardmasters and Assistant Yardmasters on lines in Canada be extended to include Yardmasters and Assistant Yardmasters South of the St. Lawrence River, Atlantic Region.	Yard, Atlantic Region
12. Car Retarder Operators	—revise Memorandum of Agreement covering Car Retarder Operators.	Yard
13. Health and Welfare	—that the entire cost of Health and Welfare be borne by the Railway. Contributions to continue while the employee is on Workmen's Compensation.	Road and Yard
14. Yardmen's Vacation Benefits	—that the Yardmen's Vacation Agreement be the Agreement in effect prior to 1958, with amendment to provide for the extended period of vacations.	Yard
15. Composite Service	—a rule to provide that all straight time shifts worked as Yardmaster and/or Yardman will be counted to make up the 5-day work week.	Yard
16. Revision of Questions and Answers to Article 147—East only.		

The order in which these proposals are set out above differs slightly from the order used for listing these proposals in Chapter I but is selected here because, in general, it follows the order in which these proposals were dealt with in the presentation to and negotiations before this Board.

Brotherhood Proposal No. 1—Four Weeks Vacation With Pay After 20 Years

This proposal is applicable to all employees represented by the Brotherhood and thus covers all road and yard service and is system wide in application.

The present qualifying period for four weeks vacation is 35 years but the Company had completed settlements before this Board commenced its hearings which accorded other employees four weeks paid vacation after a qualifying period of 25 years.

This Board recommends that the present qualifying period of four weeks vacation be reduced from 35 years to 25 years.

Brotherhood Proposal No. 2—Statutory Holidays—One Additional Day for Yard Service, Eight Paid Holidays for Road Service

As at present, yard service employees have seven paid holidays whereas road service employees have none; this proposal will be considered separately in respect to each service.

a. *Yard Service Employees*—Yard service employees now have seven paid statutory holidays and this appears to be the same number as is enjoyed by the non-operating employees including the maintenance of way employees of this Company.

The figures submitted by the Brotherhood clearly indicate that the majority of plant employees in manufacturing in Canada receive eight or more paid holidays, but such is certainly not the case in railway transportation nor in certain other fields, e.g., metal mining in Canada, where the majority receives less than eight paid holidays.

In the field of transportation in Canada, excluding air transport, trucking and services incidental to water transport (for the reasons given below), the figures are rather inconclusive.

For example, in urban and suburban passenger transport, some 72 per cent of the non-operating employees apparently received eight or more paid holidays, yet in interurban bus and coach transport some 71 per cent of the non-operating employees receive one to seven paid holidays.

The reason air transport is excluded is that the Canadian National Railways has informed the Department of Labour at Ottawa that the figures in the 1960 survey as to air transport are not accurate. Trucking and services incidental to water trans-

port are excluded because they would appear to have less relation to railway transportation than urban and suburban passenger transport or interurban bus and coach transport.

One factor, which should be given some consideration, is that the cost to the Company for an extra paid holiday would appear to be considerably greater than in most manufacturing plants for two reasons:

1. The railroad as a common carrier is required to operate on all statutory holidays so that the extra paid holiday would mean not only an extra day's pay for all employees in yard service, whether they worked or not, but, in addition, the payment of premium rates to all yard service employees required to work on Remembrance Day (November 11) or whatever other day was selected as the eighth paid holiday.

2. Apart altogether from the premium rates required to be paid for work performed on the statutory holiday, in maintaining the operation of the railroad on the eighth statutory holiday, the cost to the Company of the extra day's pay would, in all probability, be considerably greater than the cost to plants engaged in manufacturing generally.

This statement is based upon the figures set out in tabular form following—all of which are taken from figures supplied to this Board by the brotherhood as indicated in the footnotes.

TABLE A—AVERAGE HOURLY EARNINGS

Male Wage Earners, Durable Goods, Manufacturing and C.N.R. Yard Service

	1961 (May)		*No. Employed by CNR, 1959*	
Average Hourly Earnings, Male Wage Earners in Durable Goods Manufacturing Industries	$2.036 (a)			
	1961			
C.N.R.—Average Hourly Earnings				
Yard Foreman	$2.59		1160	
Yard Helper	2.36	(b)	2553	(c)
Switchtender	2.01		241	

Sources:

(*a*) Brotherhood Main Brief, C.N.R.—Restoration of Wage Differentials—Table XI.
(*b*) Brotherhood Main Brief, C.N.R.—Restoration of Wage Differentials—Table XIII.
(*c*) Brotherhood Main Brief, C.N.R.—History of Dispute, page 21.

The above figures suggest that the weighted average of the average hourly earnings for the yard service classifications shown on the Canadian National Railways amounted to $2.40 in the year 1961.

It is not suggested that this figure is strictly accurate because, for one thing, it uses a 1959 figure for the numbers employed in the three yard classifications concerned.

Nevertheless, whatever the correct figure for the weighted average hourly earnings of the three classifications of yard service shown may actually be, it is bound to be close enough to $2.40 per hour to support the conclusion set out in (2) above.

It may be noted here that the Department of Labour Survey figures quoted by the Brotherhood in its brief show that in 1960 in Canada, 97 percent of all employees in railway transport, other than the running trades (who had none) received one to seven paid holidays, one per cent received eight paid holidays and two per cent received none.

Reference may also be made to the fact that the non-operating group of employees, that represents about 72 per cent of the total employees of this Company and is probably of the order of 68,000 to 69,000 employees, now have seven paid statutory holidays, but apparently has made no proposal for any addition in its current negotiations with this Company.

Recommendation—For the above reasons, the Board Chairman has come to the conclusion that this Board would not be justified in recommending the addition of another paid statutory holiday to the seven already in effect in yard service.

b. *Road Service Employees*—Road service employees do not now have any paid statutory holidays and the Brotherhood proposal is that they be provided with eight paid holidays.

It appears that the only operating employees on the Canadian National Railways who now have paid statutory holidays are those who are generally assigned to an eight-hour day, five-day week, who are employed in yard service and paid upon an hourly basis—e.g., locomotive engineers in yard service.

Train crews are engaged in passenger or freight service with the passenger assignments generally arranged so that a crew leaves home one day, returns the next day, and then has a period of leisure varying from one to three days depending upon the frequency of train service and the mileage accumulated on each trip. The days on which the train crews will work vary from two out of three to two out of five.

Regular freight assignments are similar to passenger assignments, but generally the mileage per trip is less and the requirement of working two days out of every three is more common.

Crews working out of a freight pool operate on a first-in, first-out basis with considerable fluctuation in the frequency of the trips, depending on the traffic.

Due to the dual basis of pay based upon mileage and/or time involved, the train crews are paid on what is similar to a piece work basis and it is said to be not uncommon for road crews to earn two basic days pay in a calender day and to work on about 20 days per month.

In 1960 the average hours worked per week by train crews was as follows: passenger crews—39.5 hours, freight crews—34.5 hours.

It is said, and not denied, that neither of the two major railroads in Canada provides road service employees with any paid statutory holidays nor, apparently, does any major railroad in the U.S.A. do so.

Also, a similar request for paid statutory holidays for the locomotive engineers was turned down by the Anderson Conciliation Board report in the current dispute with respect to both major Canadian railroads.

Recommendation—For the above reasons, this Board does not recommend the proposal of the Brotherhood for the granting of any paid statutory holiday to the road service employees of this Company.

Brotherhood Proposal No. 3—Statutory Holidays—Enlarged Qualification

The Brotherhood proposal is as follows:

"In the event a statutory holiday falls on an employee's assigned day off or while on annual vacation, he will be allowed an additional day off with pay. If the Company is unable to grant this day within 10 days of the statutory holiday, the employees will receive an additional day's pay at *pro rata* rate. Payment for statutory holidays to apply to all yardmen and yardmasters and yard men, including those on the spare board who are available for duty. Also to provide when statutory holiday falls on Sunday, Monday will be observed for contract purposes."

This proposal that covers both road and yard service and is system wide in scope, is designed to secure four objectives, viz.:

i. An extra day off with pay when a paid statutory holiday falls on an employee's assigned day off while he is on annual vacation.

ii. An additional day's pay where time off with pay cannot be granted within 10 days of the paid statutory holiday.

iii. To obtain payment for statutory holidays for all road and yard service employees, including those on the spare board who are available for duty even though they do not work on the statutory holiday.

iv. To provide that when the statutory holiday falls on a Sunday, Monday will be observed as a holiday.

Each of these four aspects of this proposal will be dealt with separately in the same order as listed above.

i. *An Extra Day off with Pay when a Paid Statutory Holiday falls on an Employee's Assigned Day Off or while he is on Annual Vacation*—The fact that the non-operating group of employees enjoys additional payment for statutory holidays, that coincide with assigned rest days or the vacation period, provides support for this request.

However, the Company contends that, generally (with the exception of the Order of Railway Telegraphers), contracts, with non-operating unions, recognize the principle that not more than one employee should receive holiday payment for the same shift or assignment. This is carried out by not providing any relief for the absent employee and thus avoiding the pyramiding of costs.

On the other hand, the Company submits that, as a general rule, relief must be provided for yard service employees, so that, if the Brotherhood proposal is accepted, this would result in statutory holiday pay *both* for the employee working as well as the employee not working.

And, indeed, if the regular job holder was on vacation when a statutory holiday occurred, and the holiday coincided with the rest day of the assignment, three employees would be entitled to the pay for the holiday, viz.—the regular job holder on vacation, the relief man on his rest day and the swing relief man who would be working the assignment.

Although railroad telegraphers do get added pay for statutory holidays that fall on rest days or during vacation, and, in their case, relief is provided, yet their system of wage payment and working rules are somewhat different, as they are monthly rated employees.

ii. *An Additional Day's Pay where Time Off with Pay cannot be granted within 10 days of the Paid Statutory Holiday*—As far as I can recollect no attempt was made by the Brotherhood to support this aspect of this proposal.

iii. *Obtain Payment for Statutory Holidays for all Road and Yard Service Employees, including those on the Spare Board who are available for Duty even though they do not work on the Statutory Holiday*—I have no recollection of any serious attempt by the Brotherhood to support this aspect of this proposal.

iv. *Provide that when the Statutory Holiday falls on a Sunday, Monday will be observed as a Holiday*—In support of this aspect of the proposal the Brotherhood

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referred to a 1960 survey of Canadian manufacturing plants which indicated that when a statutory holiday falls on a Sunday, 47 per cent of the employees worked in plants where the paid holiday was observed on a working day.

On the other hand, the Company submitted that for many years it had observed government policy in respect to the observance of statutory holidays, and referred to the following language as being commonly found in agreements between the Company and unions, including this Brotherhood: "Provided that when any of the above holidays fall on Sunday the day substituted by the Federal Government shall be observed."

The language quoted above appears in the yard portion of the Eastern Agreement (Atlantic and Central Regions) between this Company and this Brotherhood.

Recommendation—This Board considers that the Brotherhood has failed to establish that there are substantial grounds warranting the recommendation of this proposal in respect to any of the four aspects which are referred to above.

Accordingly, this Board does not recommend the adoption of this proposal for the enlargement of present qualifications for statutory holiday pay.

Brotherhood Proposal No. 4—Booking Rest.—Road and Yard Service Employees may book Rest after Eight Hours

This proposal is system wide covering both road and yard service from coast to coast. The present rules provide for booking rest after 12 hours in both road and yard service.

The Eastern rules for road and yard service are as follows:

Article 50(a)—

"Trainmen who have been on duty twelve (12) hours or more will have the right to book rest at any point on the road, and will resume duty when rest period has expired. Men to be judges of their own conditions."

And Article 117(b)—

"Yardmen on single crew engines will have the privilege of booking rest after they have been on duty twelve (12) hours."

And there are similar rules in the Western agreements covering both road and yard service.

In support of the proposal the Brotherhood submits that:

1. The present rules as to booking rest were instituted many years ago when the basic day for road and yard service was 12 hours.

2. The present basic day of eight hours has been in effect for 40 years.

3. All steam locomotives have now been replaced by Diesel-electric locomotives and trains are now longer, heavier and operate at greater speed, causing greater fatigue and strain for the crews and increasing the hazards.

4. Yard work is speeded up due to diesel yard engines, modern electronic yards, etc., with resulting fatigue, strain and hazard for yard service employees.

5. The current speed-up will accelerate as time goes and and the proposed change will protect the employees being required to work excessive hours.

In opposition to the proposal the Company stresses the following points:

1. The present rules provide for the men to be judges of their own condition.

2. Railroad experience is that in many cases employees have booked rest for reasons other than fatigue.

3. Many employees, on arrival at a terminal after six or seven hours on duty, do not book rest, as they are entitled to do under the rules, but start the homebound trip within two hours, thus "doubling the road."

4. It is common practice for the Brotherhood representatives to request the Company to adjust regular assignments so the employees may "double back" at the turnaround point, or to reduce the lay-over time between trips.

5. In yard service eight hours is a normal day's work and more than eight hours are required only in emergency situations, such as shortage of staff, shippers requiring expedited service, trains running late, etc.

6. Yard service employees normally work an eight-hour day, 40-hour week, which is the same as obtains in industry generally.

7. Generally speaking, employees in industry do not have an unqualified right to refuse to work overtime scheduled by an employer; yet, if the proposal is granted, it would give such unqualified right to each employee, represented by this Brotherhood, contrary to general industrial practice.

8. The major improvements in the road beds, in signalling and centralized traffic control, end-to-end and wayside radio, and use of diesel power, and other improvements in railway operating facilities, have not increased the strain and fatigue of the road and yard crews, but, on the contrary, have greatly reduced hazards, made the work less physically demanding, and safer and easier all around.

9. In the case of road crews, these improvements have enabled them to accumulate more mileage, in less time, thus appreciably increasing their earnings, and their leisure time.

10. If a road crew completes a trip in, say, four hours, the company has no right to put the crew to work for four additional hours, to fill out the eight-hour period, accordingly, the road crew should have no right to refuse duty, by booking rest after the lapse of eight hours, if the trip is not completed.

11. Apart from the above, the Company considers the proposal is not designed to provide additional rest for the employees, but is actually designed to prevent running through terminals, i.e., operating over two subdivisions.

12. As the proposal is framed, any one member of a crew, after eight hours on duty, could tie up any train at any location by simply advising the despatcher that he had decided to book rest.

13. If safety is the concern of the Brotherhood, it may apply to the Board of Transport Commissioners, which has power under section 290 (1) (j) of the Railway Act to limit or regulate the hours of duty of any employees, with a view to the safety of the public and of the employees.

It might be mentioned that this Board understands that the present rules providing for booking rest after eight hours are in effect for all running trades on the major railroads in Canada.

Also, a similar proposal by the locomotive engineers was turned down by the Anderson Conciliation Board dealing with the current dispute between both major Canadian railroads and the Brotherhood of Locomotive Engineers.

Recommendation—The Brotherhood has failed to satisfy this Board that the present rest rule does not adequately provide for a reasonable degree of rest for the employees in road and yard service.

In addition, the proposed change in the rule might very well substantially restrict the efforts of the Company to carry out its operations in an efficient manner.

Accordingly, this Board finds that there is no justification for recommending any changes in the presently existing rest rules.

Brotherhood Proposal No. 5—Held away from Home Terminal

Proposal: "Amend excessive lay rules to provide payment after 12 hours instead of 16 hours." This proposal is applicable to road service only and is system wide, i.e., applicable coast to coast to all road service employees in unassigned service.

In the Eastern Agreement the present rule reads in part as follows:

"Article 25—Held Away from Home Terminal—

Trainmen in unassigned service held at other than their home terminal longer than 16 hours, without being called for duty, will be paid one-eighth (⅛) of the daily rate per hour (at the rate applicable to the service last performed) for the first eight (8) hours in each subsequent twenty-four (24) hours thereafter, time to be computed from the time crew goes off duty, until the time required to report for duty prior to the departure of the train on which they resume duty."

The Western Agreements covering road service include rules of a similar nature. It will be noted that the present rules operate so that payment for time held away from home terminal begins after 16 hours and continues on the basis of eight hours pay in each 24 hours.

The Brotherhood supports its request for a reduction from 16 hours to 12 hours as follows:

1. The 16-hour provision is archaic in this day and age.

2. The reduction to 12 is required to protect road service employees against excessive lay-over at other than home terminals with consequent loss of earnings and unwarranted expense.

3. Through efficient operation the Company can reduce to a minimum the application of the penalty provisions of the rule and reduce the employee's expenses.

4. In no other class of employment can men be held without pay, at their own expense, miles from home, denied the use of their time and held subject to the call of their employer.

5. With steam supplanted by diesel locomotives, the train service employees are held for longer periods at away from home terminals.

6. With diesel power, trains are longer and heavier, and crews are held at the away from home terminal for accumulation of tonnage, so that less trains may be operated, which operates to the advantage of the railway, but to the disadvantage of the employee.

7. The yearly expense to the employee for lodging and meals at the away from home terminal ranges from $695.00 to $950.00, which is excessive and is due to these employees being held away from home for excessive times.

8. Any lay-away in excess of 12 hours without pay is a requirement that the employees subsidize the railway.

9. The purpose of the proposal is not to obtain extra payment, but, to force the Company to get the employees back home, and eliminate long lay-overs at away from home terminals, with resultant excessive expenses for the employees.

The Company opposed the proposal of the Brotherhood upon the following grounds:

1. Unassigned service is generally operated by road crews from a pool or spare board on a "first-in first-out" basis. Traffic offering varies considerably from time to time and place to place, so it is not always possible to provide short lay-over periods for the crews.

2. Irregularity of traffic flow brought about the adoption of the present rule, which requires payment after 16 hours, upon an hourly basis, so that payment of a basic day is provided for each 24 hour cycle held away from home terminal.

3. The pay, provided for by the rule, is paid for non-productive time, because the men are not on duty during the lay-away period, and they perform no work.

4. The Company denies that the men are frequently held for more than a day at a time, and the fact is, that seldom are road crews held at the away from home terminal, for even 24 hours, without being called for duty.

5. The proposal completely ignores the fact that several basic days pay may be earned, from the time the train crew leaves home, until its return, e.g., (two examples were given but the first only is shown here):

Aug. 4/61, No. 407—Joffre to Montreal—on duty Joffre 7.45 p.m., off duty Montreal 3.20 a.m., Aug. 5. Elapsed time, 7 hours, 35 minutes—paid 197 miles.

Aug. 5/61, No. 407—Montreal to Joffre—on duty 10.15 p.m., off duty Joffre 6.00 a.m., Aug. 6. Elapsed time, 7 hours, 45 minutes, paid 198 miles.

Held away time at Montreal—18 hours 55 minutes—2 hours 55 minutes payable under present lay rule = 37 miles. Total elapsed time Joffre to Montreal and return—34 hours 15 minutes (including lay-over). Each crew member paid for 197 plus 198 plus 37 (lay-over) miles = 432 miles. Conductor was paid $63.49 for 432 miles and each brakeman was paid $55.74.

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6. In the above example, the total elapsed time from the time the train crew left Joffre, until it returned to Joffre, amounted to 34 hours and 15 minutes, of which 15 hours and 20 minutes was time actually spent while travelling on the road and 18 hours and 55 minutes were spent at Montreal, at the held away from home terminal.

7. If the Brotherhood proposal as to excessive lay-over were adopted, it would require additional payment of four hours to each member of the train crew, representing an extra payment of $7.21 to the conductor, for a total for the trip of $70.70 and, an extra payment to each brakeman of $6.32, for a total of $62.06 each.

8. These extra payments, required by the proposal for revision, represent an increase of over 11 per cent to be added to what are, already, very substantial earnings.

9. The Company denies the Brotherhood statement that the introduction of diesel power has resulted in train service employees being held for longer periods away from home.

10. The speed of freight trains has certainly increased from the order of 16 miles per hour to more than 20 miles per hour, but this has meant more time at home for the road crews and not less time.

11. The Company takes issue with the Brotherhood statement that the yearly expenses of road freight train crews range from $695.00 to $950.00 because, in most cases, the Company provides cabooses or sleeping quarters, and the crews can "cook up" in the cabooses if they desire to reduce expenses.

12. In any event, such expenses do not represent a complete loss as they may be claimed as deductions for income tax purposes.

This Board understands that the payment after 16 hours in the present held away from home terminal rule is the standard provision not only on both major Canadian railroads but also on all major railroads in North America.

It is noted also that the Anderson Conciliation Board, in dealing with a similar request for reduction to 12 hours for unassigned service, in the current engineers' dispute with the Canadian National Railways and the Canadian Pacific Railway, refused to recommend any reduction in the 16 hours provision for unassigned service.

The Anderson Board did recommend certain changes in the B.L.E. Western contract, to make it uniform with the B.L.E. Eastern agreement, in regard to held away from home terminals, but this was in respect to *engineers on assigned* runs only.

Needless to say, this Board is not concerned with assigned runs, as the Brotherhood proposal before this Board deals with time held away from home terminals in respect to *unassigned service only.*

Recommendation—This Board is not convinced that the replacement of the steam locomotive by diesel-electric motive power has increased the time away from home of the average road crew on unassigned service.

Nor does this Board consider that any other substantial grounds have been advanced which would warrant a recommendation to change a rule that appears to be of almost universal application in the railroad industry in Canada and the United States of America.

Consequently, this Board does not see fit to recommend the adoption of the Brotherhood proposal or any modification of the present lay rules in respect to trainmen in unassigned service.

Brotherhood Proposal No. 6—Interchangeable Rights

Proposal: "Rule to provide for interchangeable rights for road and yard service employees subject to approval by individual general committees." This proposal covers both road and yard service and is system wide.

Articles 126 and 131 of the Eastern Agreement, that covers road and yard service, already provides for interchangeable seniority rights between road and yard service on the Atlantic Region.

The Company has indicated that as a general principle it is willing to consider the adoption of interchangeable rights, with certain reservations and on the express condition that the Brotherhood will extend concessions in respect to Company proposal Number 1.

The reservations by the Company consist of two matters, viz.:

1. The Company is unwilling to agree to the adoption of interchangeable rights for road and yard service employees if it is to be subject to the approval of individual general committees. In other words, the Company insists that any change be uniform and be made on a system basis.

2. That, because of particular conditions obtaining in Montreal and Toronto (each of which constitutes a separate seniority district), these terminals should continue as separate seniority districts and be excluded from the interchangeable rights provisions.

Recommendation—This Board considers that there is a measure of agreement between the parties as to the desirability of the introduction of interchangeable rights for road and yard service upon a system wide basis. This matter will be further dealt with when consideration is given to Company proposal Number 1.

(See "Special Note Covering Interchangeable Rights" in Chapter IV.)

Brotherhood Proposal No. 7—Guarantees

Proposal: "Guarantee for spare roadmen of 2000 miles per month"; "Guarantee for spare yardmen of 16 days per month." This proposal covers road and yard service and

is system wide in its application. The present provisions with respect to spare boards read in part as follows:

Eastern Agreement

Article 77. "A conductors' spare board will be established at terminals where the earnings of conductors on such board will approximate not less than the equivalent of 2,600 miles per month at through freight rates."

Article 78. "Trainmen on the spare board will run first-in first-out, and those who lose their turn by not being available when called will drop to the foot of the spare board. . ."

Article 137. "A yard foremen's spare board will be established at points where the earnings of the yard foreman on such board will approximate not less than the equivalent of 10 days per semi-monthly checking period (15th and end of month) at yard foreman's rate."

"A yard helper's spare board will be established at points where the earnings of yard helpers on such boards will approximate not less than the equivalent of eight days per semi-monthly checking period (15th and end of month) at yard helper's rate."

Western Agreements

Article 5, Rule 23. "No more conductors will be kept on spare board than it can be reasonably expected will make a fair monthly wage."

Article 5, Rule 26(4) Schedule agreement applicable to baggagemen, flagmen and brakemen. "The local officers and local chairmen will jointly regulate the spare board, so that the earnings of spare men will approximate not less than the equivalent of two thousand (2,000) miles per month at through freight rates."

The rules quoted above provide for regulation of the spare boards but *do not constitute guarantees.*

In support of its proposal for the guarantees requested the Brotherhood urged the following:

1. Schedule agreements in several regions contain rules providing monthly guarantees for regularly assigned conductors and trainmen in passenger, way freight, work, construction, mixed train service and in some cases in yard service.

2. Conductors and trainmen in regularly assigned passenger, way freight and mixed train service, that is, service having fixed and definite starting times, know exactly when they must report for duty, unless some unforeseen circumstance arises.

3. The same is true to a more or less extent in work and construction service and in yard service where employees have a definite starting time.

4. However, employees in both train and yard service marked up on the spare board are subject to call at any hour of the day or night.

5. Employees on the spare board, after they have had their rest, must be available for call at any time at their normal stopping place. If they want to visit somebody, they are required to call the railway and advise where they will be. If they want to leave the vicinity when at an away-from-home point, they must secure permission to do so.

6. The employee on the spare board may be called at any time around the clock but whatever the time the call may come, he must be available. This uncertainty seriously affects family life.

7. These employees are not compensated for holding themselves available and not being used but they are penalized should they miss a call.

8. If the spare board is running slow the spare men may wait for as long as seven days to be called for service and in the meantime he receives not one penny.

9. The guarantees requested amount to payment by the railroad to ensure a group of capable, qualified men available on call at all times.

10. With proper supervision and regulation the spare lists could be regulated to just what the service calls for and need not be an item of added cost to the railroad.

The Company's opposition to the proposal was based largely upon the following:

1. Strict seniority rules govern the service of practically all railway employees including the running trades, and all employees entering the service clearly understand and accept the conditions that on entry an employee performs relief service until he accumulates sufficient seniority to hold a regular assignment.

2. Relief requirements are supplied from a "spare board" and the amount of relief work required from time to time fluctuates with the traffic offering and the requirements of the service, including the availability of regular personnel.

3. As these factors cannot be forecast with any precision, it is impossible for the Company to determine in advance the number of employees required for relief.

4. However, to minimize irregularity as much as possible, spare boards are adjusted at regular intervals of a week to 10 days, depending on locality, by the local Brotherhood representative in co-operation with the local operating officer.

5. At present an attempt is made to keep the spare board at a reasonable level so that spare men will earn a reasonable amount, but once guarantees were instituted there would be no inducement to reduce the spare board, as every man on it would be entitled to the guarantee whether he worked or not.

6. The Company says that a spare board man does not have to ask permission of the Company to leave an away-from-home point. All he need do is to advise the yard office where he can be located by telephone.

7. As a matter of principle the Company is opposed to any form of guarantee because its experience with guarantees has been that they cost a good deal of money and may seriously restrict the flexibility of operation of the railroad.

8. In addition to this, a guarantee takes away any incentive to perform work as it is in effect a payment for services whether performed or not.

9. Spare boards for road service for both East and West and for yard service in the East are all rotating spare boards (first-in, first-out regardless of seniority) which results in a fair division of work and earnings for all spare men on the rotary board.

10. In the West, however, spare yardmen work on a straight seniority board, but the Company proposals include a request to institute a rotary spare board in the West.

Brotherhood Supplementary Brief No. 1 —The Brotherhood Supplementary Brief No. 1 at page 11, paragraph 25, after referring to the rules providing for regulation

of spare boards so that earnings of trainmen will be not less than 2000 miles per month and conductors' earnings will be not less than 2,600 miles per month, proceeds to state:

"Translated into money this means, on the Atlantic, St. Lawrence and Great Lakes Regions, $374.92 for conductors and $252.60 for brakemen; on the Prairie and Mountain Regions, $254.60 for brakemen."

The Company comment upon this statement in Company Brief II, page 66, was as follows:

"These rules have been incorporated into the collective agreements at the instigation of the Brotherhood and for its own purposes, to ensure that the work will be distributed to the largest possible number of the Brotherhood's members. The figures quoted are cut-off figures and represent the minimum an employee could be expected to earn before being cut off. *In actual practice, however, spare trainmen's earnings are much higher.*"

In support of the last sentence, italicized above, the Company stated that although the spare boards were adjusted to meet the miles, yet even "as adjusted", the earnings were good, and filed as an exhibit with the Board certain information as to brakemen's spare boards in August, 1961, which is reproduced below:

PAGE 66—BRIEF II

BRAKEMEN'S SPARE BOARDS—AUGUST 1961

Location	*S.R.B. Number*	*Gross Earnings*
Chambord	438335	$560.07
	454310	526.37
	414007	615.91
	457334	446.93
Brockville	347678	478.81
	738599	411.86
	738159	478.09
Conductors Spare Board—August 1961		
Ottawa	306954	491.25 off 2 days

When the Brotherhood stated that in July and August the spare men would do particularly well because of vacations, the Company gave the figures for the annual earnings of five of these seven men but not for the remaining two men, as one was hired on June 19, 1961 and the other on July 13, 1961.

The annual earnings figures, which are scrambled so they cannot be related to any one employee, are as follows:

Annual Earnings 1961	*Pay Periods Booked*
$4,324.93	23
4,527.82	22
4,656.42	23
5,344.05	24
5,641.47	24

The Company was not able to say whether or not these men had worked all year on the spare board or whether they may have worked on other assignments.

Central Region Spare Boards—One member of the Brotherhood Committee considered that the situation might be as the Company alleged at larger terminals, but that in smaller terminals in the Central Regions some men on the spare board would be "laying-in" without work for five to seven days at a time and thus could not earn a living wage.

Reference was made in particular to the Allandale and Gravenhurst spare boards, and at a subsequent meeting, a list of the Gravenhurst spare board was produced, indicating, for example, that the first man on the list had not worked for some 24 days in March, and the second man had not worked for some 11 days in March 1961.

The Board Chairman was greatly concerned about this list as it appeared to be impossible for any man losing 24 days work in one month to earn anything like a living wage.

Later on the Company filed detailed information as to the Brakemen's spare board for Allandale and Gravenhurst for March 1961 and for August 1961. According to this Company information, in March 1961, the first man, who was on the Gravenhurst spare board for brakeman, did not work on 19 days in March, but nevertheless he earned the sum of $318.32 for 12 trips and averaged 18 hours between trips.

On the other hand, the second man referred to in the Brotherhood list did no work on six days in the month, was on vacation for 12 days, worked 13 days, and earned the sum of $450.03 for March 1961, which would of course include his vacation pay.

The records of the same two men for the month of August 1961, when also on the Gravenhurst spare board for brakeman, is as follows:

First Man	*Earnings for August 1961*
16 days on work train	$584.98
14 days on vacation	Approximate time between trips, 10 hours
1 Sunday	
31	
Second Man	
21 days work	$527.28
1 day deadheading	Approximate time between trips, 16 hours
7 days no work	
2 days Sunday	
31	

The other material filed by the Company with respect to the brakemen's spare boards at Allandale and Gravenhurst, is too lengthy to set out here, but it does suggest that the earnings of brakemen on these spare boards in August 1961 were quite sub-

stantial and even in March 1961 the earnings were considerably above a subsistence level.

Certain information as to the yardhelpers spare board at Joffre Yard, Charny, P.Q., was filed by the Brotherhood on February 23 last at a meeting of the Conciliation Board concerning the Canadian Pacific Railway and this Brotherhood, but this information is not referred to here as it was filed after the conclusion of the meetings of this Board with the parties in the Canadian National Railways dispute, and consequently there has been no time or opportunity to have the information analysed and afford to the Company an opportunity to reply to it.

Before leaving this matter, it might be noted that while there are guarantees in certain types of railroad service, it appears that there is no provision for guarantees for spare board men in either road or yard service on any major railroad in Canada or the United States.

Summary—As far as this Board can ascertain, the problem as to spare board earnings appears to be most acute in respect to yardmen's spare boards. There may be similar problems with spare boards in road service, but certainly no facts or figures to illustrate this were produced for this Board.

One reason for the difference may be that the road crews on spare boards can manage to earn more in a short time because of the dual basis of pay.

However, that may be, there is undoubtedly a problem here due to the fact that spare board men are used for relief work and the demand for their services fluctuates greatly depending on the volume of the traffic and the availability of regular employees. One difficulty is the relative impossibility of accurately gauging in advance the changes in traffic volume, and this factor is enhanced by the impossibility of determining in advance how many regular men will be absent from duty on weekends, holidays and pay days.

Another difficulty appears to be that, traditionally in railroading, the purpose of the spare board has been to make men available for relief work at straight-time rates rather than at penalty rates as would be the case if regularly assigned men were to be used.

The whole problem is probably emphasized by the present trend to reduce the number of employees in railroading, which has caused a "bumping down" movement until in many cases men who have been accustomed to regular assignments or at least regular earnings, are now reduced to the spare board. It is quite understandable that such employees, who by this time possess considerable seniority accumulated over the years, and who have probably assumed financial commitments based upon earnings of previous years, do resent and react to the relatively meagre earnings of the spare board.

And this is particularly so, because the probability is that, when these same employees were relatively junior employees, making their way up the seniority ladder, economic conditions were more favourable for the railroads and there may then have been plenty of work available for the spare board men.

The crux of the problem would seem to be the proper regulation of the number of men on the spare board and it appears that in some locations this works out satisfactorily whereas in others it does not. As these spare boards are regulated jointly by the local representative of the Brotherhood and the local operating officer of the Company, it should be possible to work out some reasonable method of adjustment of the spare boards to prevent either "flooding the board" on the one hand or reducing it below a reasonable number on the other hand.

In the opinion of this Board, the proposed remedy by the Brotherhood is too one-sided, as it places the whole burden on the Company by obliging it to guarantee a minimum wage for every man on the spare board. Once this was done, there would be an end to joint responsibility and in all probability the "guarantee" provisions would require the Company to pay men on the spare board for service not performed.

It does not appear to be reasonable to this Board to solve this problem, which at present bears upon the shoulders of certain employees, by simply shifting the burden of it so that it falls to be borne by the Company alone, thus relieving the Brotherhood and the employees of all responsibility for contributing to a solution.

This is a joint problem and it should not be beyond the ingenuity or capacity of the parties to these agreements to work out a reasonable solution.

Recommendation—This Board is not convinced that the Brotherhood proposals as to guarantees are the proper solution to the problem of spare board employees, and therefore this Board is not prepared to recommend the adoption of the Brotherhood proposals.

The conclusion of the Board in this respect is supported by the fact that the institution of guarantees for spare board

employees would represent a completely new departure in railway practice on the North American continent.

Brotherhood Proposal No. 8—Mileage Limitations

Proposal: "A mileage limitation for road service employees to be policed by the Company and records maintained by the Company, mileage to be established by the respective general committees." This proposal relates to road service only and is system wide.

At present, Article 71 of the Eastern Agreement provides for mileage regulation as follows:

"The mileage for which trainmen are paid will, as far as practicable, be confined to the following limitations:

Passenger	6,000 miles
Mixed	4,300 miles
Freight	4,300 miles.

The number of men on the spare board will be regulated by the local officer and the local chairmen so that the earnings of spare conductors will approximate not less than the equivalent of 2,600 miles per month and the earnings of spare brakemen not less than the equivalent of 2,000 miles per month at through-freight rates.

It is understood that mileage by trainmen in different occupations and in different classes of service will be combined in computing total accumulated mileage.

Conductors, baggagemen and brakemen will, on completion of each trip or day's work, book their correct total accumulated mileage for which they are paid from the beginning of their month, and shall report to the proper officer when the maximum mileage has been made, so that provision can be made to relieve them. Conductors, baggagemen and brakemen failing to book their accumulated mileage at the end of trip or day's work, will not be permitted to perform further service until they have done so.

If a trainman exceeds the maximum mileage in any month, he shall add such excess mileage to his mileage for the following month, except where such excess mileage is made on account of shortage of men. Arrangements will be made between the local chairmen and the local railway officers for the relief of men in connection with the application of this Article.

The introduction of this Article covering mileage regulations does not carry with it any privileges in regard to re-arrangements of runs or assignments."

Although there are no mileage limitation rules as such in the Western Agreements, there is an understanding that crew boards will be increased or decreased to maintain monthly mileages at approximately 4,500 for pool and unassigned freight service and 3,000 for spare board service.

The Brotherhood stresses the difference between mileage regulation and mileage limitation, with regulation being designed to ensure the earning of a reasonable minimum of miles per month, whereas limitation is designed to set a maximum on the amount of mileage per month a road crew is permitted to earn.

Paragraphs 4 and 5 of Article 71 of the Eastern Agreement quoted above suggest procedure for recording mileage run, but the Brotherhood contends that under the present rule it is impossible to restrict crews and individuals from exceeding the mileage limitations set out in paragraph 1 of Article 71.

The Brotherhood states that if it requests figures as to mileage run, there is a time lag of two weeks after the close of the pay period (e.g. mileage figures for the end of November would be given to the Brotherhood on December 15) and by that time the damage has been done.

The Brotherhood submits that in the case of the Engineers (BLE) and Firemen (BLF & E), when the employee has accumulated his maximum mileage, which the Company records, he is relieved from further service for the balance of the mileage checking period.

The Company opposes the Brotherhood proposal upon seven main grounds, as follows:

1. Mileage limitation rules do not benefit the Company but add appreciably to direct and indirect costs.

2. The purpose is to spread the available work among a greater number of men and this is a function the Brotherhood should perform itself.

3. In assigned service the mileage run is fairly constant and it is customary to place enough men on the assignment so the monthly mileage will not exceed the maximum.

4. Although there are no mileage limitations as such in effect in Western Canada, yet the miles run are regulated by increasing or decreasing at regular intervals the number of crews on the various crew boards.

5. Crew boards are adjusted by the local representative of the Brotherhood in co-operation with local management so that the Brotherhood, in large measure, controls the miles run by each crew as well as the number of men employed.

6. The crux of the matter is that enforcing the mileage limitations is highly unpopular, and the Brotherhood wishes the Company to take over the policing function which is now the Brotherhood's responsibility.

7. Apart from the cost of policing the proposal which is estimated of the order of $75,000.00 per year for Western Canada alone, the Company is opposed in principle to rules that limit the earnings of employees and tend to camouflage the waste of money and manpower resulting from the retention of an outmoded and absurd system of pay.

Views of Board Chairman—It cannot be denied that unemployment is today a major problem which is closely engaging the attention of the governments of all free so-

cieties, especially in the Western hemisphere. Fortunately the situation has improved considerably in Canada since a year ago, but it is still a matter for considerable concern, and measures to alleviate it, such as the "Do It Now" and Municipal Winter Works programs, are widespread.

In the field of railroad transportation, it appears that employment on the railways showed a decrease of six per cent or more from the first half of 1957 to the first half of 1960. During the 12-month period, July 1959 to June 1960, 4,400 employees were laid off by the CNR, of whom 95 were yard service employees and 222 train service employees.

The purpose of the proposal is to establish mileage limitations to spread the available work among a larger number of employees and thus reduce unemployment among train service employees.

The Board Chairman is in sympathy with the desire of the Brotherhood to spread the work and create employment for some trainmen who are unemployed because of lower traffic levels.

It is noted that this matter of mileage limitation is not a new proposal, because the agreement reached between the CNR and the Brotherhood on January 23, 1959, with respect to the 1958 wage and rules submissions, included the following:

"Western Region—Conductors and Trainmen —Supplementary Notice—

13. Brotherhood's Item No. 8—Mileage Limitation clause to be written on the Region, if requested by the Brotherhood."

Subsequently, a referendum ballot of the membership of the Western Region was taken and the membership voted in favour of a mileage limitation agreement on the basis of 4,000 miles freight, 6,000 miles passenger.

On March 3, 1961, the representatives of the Company and Brotherhood agreed upon a tentative draft proposal of a mileage agreement for Western Canada, but this was never implemented due to the Company view that the Brotherhood had backed away from its undertaking to agree to the removal of the third brakeman on trains over 59 cars west of Jasper, Alta.

This Board is not concerned with the merits or demerits of the allegations by the respective parties to this dispute as to the reason for the adoption or non-adoption of these two items. However, this Board is concerned with the consideration of the two proposals themselves based strictly upon their own merits.

The Brotherhood proposal for a mileage limitation is dealt with here and the Company proposal for elimination of the third brakeman is dealt with in Chapter IV following.

Recommendation—This Board recommends in principle the adoption by the parties of mileage limitations for road service employees. Although it would appear that the basis for such mileage limitations is already established by Article 71 of the Eastern Agreement for the East and by the vote of the membership in Western Canada for the West, yet this is a matter which this Board considers should be negotiated by the parties to this dispute.

This Board further recommends that the agreement as to mileage limitation, apart from establishing the limitations agreed to by the parties, should be designed to

1. Provide that records of mileage should be kept by the Company.
2. Provide penalties for the individual exceeding the limitations.
3. Require that the Brotherhood assume full joint responsibility with the Company, apart from the cost of the clerical work involved, for enforcing the limitations laid down.
4. Ensure that any failure to take an employee off for mileage at the limitation period, which was due to error or oversight in the records or by the crew clerk, would not result in the Company being subject to penalty claims.

Brotherhood Proposal No. 9—Shift Differentials

Proposal: "Yard Service employees to be paid a shift differential—afternoon shift, 10 cents per hour; night shift, 15 cents per hour." This proposal relates to yard service employees only and is system wide.

The Brotherhood supports this proposal upon the following grounds:

1. Yard switching is hazardous work under the best conditions.
2. At night and at dusk the hazard is increased by poor visibility and the difficulty of the individual remaining alert and vigilant.
3. The necessity of carrying a lamp leaves only one hand free to hold on to cars when riding on the side.
4. The early hours of the morning are the coldest time of the day when physical resistance is at its lowest.
5. There is much greater justification for shift differentials for yardmen who work exposed to hazards of icy footing on cars and on the ground and to the rigors of the elements, than for employees working in the shelter of well-lighted comfortable buildings.
6. In manufacturing in Canada, according to a Department of Labour survey as of April 1, 1959, 92 per cent of the plant employees who worked on shift work regularly were paid shift differentials.
7. In June 1960, in Montreal, out of 106 firms reporting shift work, 105 firms employing 13,452 employees paid shift premiums of one type or another and only one firm employing four persons paid no shift premium. (Montreal Board of Trade Survey, June 1960).
8. In transportation other than railways, a good proportion of the operating employees are paid shift premiums for shift work, as below:

Operating Employees	*Work Regularly on a Shift Basis (Column I)*	*Shift Differentials Paid (Column II)*	*% Column II to Column I*
	%	%	
Air Transport	69	65	94
Urban and Suburban Passenger Transport	69	23	33
Interurban Bus and Coach Transport	54	44	81
Trucking	43	15	35

(Department of Labour Survey, April 1, 1959)

9. Even in an "around-the-clock" industry such as electric power, gas and water utilities, 69 per cent of the employees who worked on shift-work regularly were paid shift premiums.

10. In telephone communications, 89 per cent of the employees who may be called on to work shift work get shift premiums when they do shift work.

11. In continuous-operations industries such as primary iron and steel, chemical products, petroleum refining and products, shift premiums are standard and in these industries, 97 per cent, 97 per cent and 99 per cent respectively of the employees who work regularly on a shift basis, are paid shift premiums when they are so engaged.

12. We deny the Company assertion that shift premiums would impair seniority privileges. Shift differentials would add to the value of seniority because a senior man could then choose *either* day shift work *or* more money.

13. In any event this Brotherhood is a better guardian of its members' seniority rights than is the Company.

The Company vehemently opposed the shift premium proposal upon many grounds of which the principal ones were as follows:

1. For the past 40 years, no shift differentials have ever been paid to any train or engine service employees, which includes the yard service employees covered by this proposal.

2. No train and engine service employees other than yard foremen and helpers have ever been paid a shift differential.

3. Small differentials in payment for day and night work in yard service did exist prior to 1916 in the USA for yard foremen and helpers only.

4. In 1916, the eight-hour day was established by the U.S. Adamson Act, and the Switchmen's Union requested the elimination of night differentials on the basis that "the older men should have the daylight work and we cannot see where there is any difference between the service performed."

5. In 1918, appearing before the U.S. Board of Railroad Wages and Working Conditions, President Lee of the Brotherhood (B of RT) stated: "Let the man choose according to his length of service, which one of the shifts he wants, and having done so, not to be required to suffer by drawing a lesser rate of pay, but he should receive the same rate of pay regardless of what shift he may accept. That is my position on that question."

6. In consequence, night differentials were abolished in 1919, at the initiative of this Brotherhood, and from that time until the present there has been but one rate for both night and day in the USA and Canada.

7. However, numerous efforts have been made by various operating Brotherhoods since 1919 to re-introduce night differentials, but without success.

8. For example, efforts were so made in the 1946 and 1948 US rules cases (in which engineers, firemen and yardmen were involved) to restore night differentials but with no success.

9. The matter of night differentials (between the hours of 6.00 p.m. and 6.00 a.m.) is presently a subject of consideration by a Presidential Commission now holding sessions in Washington, D.C.

10. In most cases where night differentials are paid in industry, management has the option of scheduling the work on the day shift or on other shifts, and the differential is an inducement to the Company to program the work for the day shift.

11. As a rule, afternoon and night shift differentials are not paid in industry where production requirements necessitate a seven-day continuous operation, because in these cases, around-the-clock operation is required if service or production is to be delivered on an efficient basis.

12. Railroads, unlike manufacturing plants, cannot stockpile production and must be operated at all hours of the day or night as a matter of public convenience and necessity, so this Company cannot regulate hours of employment as between day and night shifts for train service employees.

13. The Company must assign to shifts around the clock not only train and engine service employees, but also those classes of employees who perform work relating to the operation of trains, e.g., train despatchers, yardmasters, telegraphers, levermen, ticket clerks, yard office staffs, gatemen, telephone switchboard operators, baggage room staffs, janitors, cleaners, patrolmen, watchmen, signal maintainers, power plant employees, engine-house forces, car inspectors, repairmen and oilers, coach cleaners, etc.

14. The above classes of employees do not now have nor have they requested night or afternoon shift differentials.

15. The shift premiums would grant a bonus to these employees and penalize the Company for doing something it cannot avoid doing, which is contrary to the principle of penalty payments that are provided to induce the Company to eliminate the shifts other than the day shift, which in fact no railroad can do.

16. The employees themselves were responsible for the established single rate principle, effective for more than 40 years, and all agreements now in effect recognize its existence.

17. The single rate principle permits a senior employee to choose the day shift as the preferred shift without any loss of earnings, and the junior employees as a rule are assigned to afternoon and night shifts.

18. This practice has been established for 40 years and employees in the railroad industry expect to start with the less convenient runs and shifts and work up to the more desirable runs and shifts, without receiving premium pay during the time they are accumulating seniority.

Views of Board Chairman—(a) At First Blush: The Board Chairman is sympathetically inclined towards the establishment of shift differentials for work performed on shifts other than day shift, due to the interference with family life and normal living including social and recreational activities.

Also, the normal hours of rest are during the night time, and interference with this pattern (which a night shift particularly causes) is an inconvenience for which compensation should be provided as a general rule.

It is quite apparent that shift differentials can hardly be applied to road service employees, in view of the nature of their work, and, in any event, the dual basis of pay applicable to them takes the place of shift differentials.

However, yard service employees work on the basis of an eight-hour day, five-day week, three-shift operation, and are paid on a *per diem* basis with the time-and-one-half for overtime.

Yard service employees already receive statutory holidays, which road service employees do not, and consequently as a matter of principle there appears to be no reason why yard service employees should not be considered for the application of shift differentials.

(b) On Closer Examination: However, careful consideration of this issue indicates that it is not so simple as it at first appears to be.

In the first place, it appears that the whole wage structure of yard service employees has been developed over the years with due consideration for the fact that no shift differentials were paid. This is illustrated by the basic daily rates and average hourly earnings in yard service which, compared to those in effect in industry generally, appear to be relatively high in view of the skill and training involved.

The rates referred to are as follows:

CNR (1)	*1961 Basic Rates* *Daily*	*Hourly*	*1961 Average Hourly Earnings (2)*
Yardmasters and Assistants (3)			$2.69
Yardmasters (4)	$19.29	$2.41	
Yard Foremen	18.76	2.35	2.59
Yard Helpers	17.41	2.18	2.36
Switch Tenders	15.07	1.88	2.01
Durable Goods Manufacturing			
Male Wage Earners			2.036 (5)

(1) CNR, Atlantic and Central Regions.
(2) CNR only, from DBS: *Railway Transport, 1960, Part VI.*
(3) Presumably System wide.
(4) Yardmasters on former CG lines south of St. Lawrence River.
(5) Brotherhood Main Brief, CNR—Restoration of Wage Differentials—Table XI.

In the second place, the new employee hired into yard service may be taken off the street, and, immediately he starts to work, he is paid the full rate for the classification involved; that is, without any period of training or apprenticeship whatever, he is paid the same rate as an employee who may have acquired many years of seniority, if the latter is doing the same job. In practice, therefor, the senior men generally choose the day shift and the junior men must take the night work.

Viewed in the light of these circumstances, there appears to be little justification for shift differentials, as the junior men are already in effect getting a bonus, as compared with the senior men, by drawing the same rate of pay as the senior employees during the time they (the junior employees) are acquiring the necessary skills and techniques which the senior man already possesses by virtue of long experience on the job.

In the third place, as far as this Board can ascertain, there is not now in effect, nor, since 1919, has there been in effect, any provision for night or afternoon shift differentials, for yard service employees, or road service employees, or any other railroad employees on any major railroad in either the United States or Canada.

That this single rate principle has been established for some 43 years strongly suggests that the wage structure for yard service employees has been developed over the years with due regard for the lack of shift differentials.

It might be noted here that shift differentials would be of considerable interest to the non-operating group of employees, which group includes substantial numbers of employees who perform work directly related to the operation of trains, and who are assigned to shift work necessary to maintain operations around the clock. It is the understanding of this Board that

these employees have not made any request for shift differentials in their current negotiations.

Also, it is of interest to note that, the Anderson Conciliation Board, in dealing with the current dispute between the CNR and the Engineers (BLE), refused to recommend a request for afternoon and night shift differentials for engineers in yard service who are also paid on a *per diem* basis and work on an eight-hour day, five-day week basis.

Recommendation—As the Board Chairman is, in principle, in favour of shift premiums for other than day shift, and especially for night shift, and, as he considers that yard work by its nature exposes the employee to the elements and makes work, at night especially, more arduous and more hazardous, very anxious and careful consideration has been given to this request of the Brotherhood.

However, for the reasons outlined above, this Board has somewhat reluctantly come to the conclusion that it is not appropriate that it should recommend the institution of shift differentials at this time.

Brotherhood Proposal No. 10—No Material Change Without Mutual Consent

Proposal: That the following clause be included in the Agreement—"No material change or alteration of conditions of employment shall be made during the currency of the contract unless mutually agreed to by both parties." This proposal is system wide and applies to all collective agreements with the Company.

The presentation by the Brotherhood in support of this request runs to some 41 pages and is too lengthy to deal with here but brief comments are made below.

It is clear that the Brotherhood has made a rather extensive study of the management rights issue, and it agrees that an examination of arbitration awards in Canada bears out Professor Ryder's conclusion that "The vast majority of arbitrators appear to accept the management theory of residual rights and that management retains those rights not limited by the labour agreement." (a)

However, the Brotherhood strenuously disagrees with this view of the vast majority of arbitrators in applying what is termed the "residual rights" approach and supports the contrary view, held by a small minority of arbitrators, which may be termed the "climate of employer-employee relations" view, or the "common law of collective bargaining" view, from the terms used by Professor Bora Laskin in his well known award written in the Peterboro Lock case, 4 Lab Arb Cas 1499.

The residual rights theory is based upon the principle that a Company retains, under a collective agreement, all the rights and powers that it possessed before there was any collective agreement, except those which it expressly, or by necessary implication, has surrendered or qualified by the terms of the collective agreement.

Literally dozens of arbitration boards have applied this residual rights principle over the years in relation to many issues such as "contracting out" of work, scheduling of overtime, changing production schedules, setting of retirement dates, changing methods and procedures of production, establishing new classifications and so on.

Under the Industrial Relations and Disputes Investigation Act, an employer is not prevented by the statute from altering conditions of employment, if such change is not contrary to the provisions of the collective agreement, except for the period when wages and working conditions are "frozen" by virtue of statutory provision after notice has been given for commencement of collective bargaining.

As wages and hours of work and other major items of working conditions are universally spelled out in any collective agreement worthy of the name, it is perhaps doubtful if any changes unilaterally made by this Company would be as serious as is suggested here by the Brotherhood.

This may be illustrated by the two examples referred to before the Board, viz.: the regulation of interdivisional runs and the rate for car retarder operators.

With respect to interdivisional runs, apparently the Company, after failing to obtain the consent of the Brotherhood, unilaterally took action by instituting the Nakina run-through in the Central Region and by abandoning Redditt as a turn-around point in the Western Region and running train and engine crews through that point from Sioux Lookout to Transcona and return. The Company claims that in both instances the change was designed to improve service to the public and did so.

Without presuming to go into the merits of the "run-throughs," which may involve many factors, surely it must be apparent to any objective observer, that the location of terminals and turn-around points, established perhaps many years ago in the day of steam locomotives with their relatively short range due to servicing requirements for water and coal, would have to be reconsidered and re-adjusted once the steam

(a) M. S. Ryder: *The Collective Bargaining Impact on Management Rights.* Bureau of Industrial Relations, University of Michigan, January 1957.

locomotive was entirely replaced by diesel-electric motive power.

And, in view of the fact that such readjustments may involve the loss of employment or at least affect the earnings of certain employees, to deny to the Company the right to make such necessary adjustments, without first obtaining the consent of the Brotherhood, could be tantamount to denying the Company the right to fulfil one of its major responsibilities, viz., to keep abreast of the times in an effort to meet competition by modernizing and streamlining its operations.

In this connection it is not suggested that the Company should introduce such changes without discussing them in advance with the Brotherhood. Indeed, in all such cases, such impending changes, affecting as they may well do the interests and welfare of the employees, should, as a matter of course, be discussed with the Brotherhood by the Company.

However, if such discussion is not fruitful, and the Brotherhood adamantly sets its face against the proposed changes, or any reasonable modification of them, then the Brotherhood should not be able to exercise a veto in respect to the proposed change, as it certainly could do under its proposed clause for "no material change without mutual consent." But, in such an event, the Company should be able to institute the proposed changes unilaterally, but subject, of course, to its contractual obligations under the collective agreements, and, subject to the Company action being challenged under the established grievance procedure.

Again, with respect to the car retarder operator, the Company did discuss this matter with the Brotherhood, although not obliged to do so, and an agreement was reached. It is true that this was at a time when the agreements were not open and so the Brotherhood's bargaining power was not as strong as otherwise it would be. However, the item is again on the table for bargaining purposes (now the agreements are open) and can be adequately dealt with at this time.

The Company states that in direct discussions, the Brotherhood alleged that this proposal (for No Material Change without Mutual Consent) was designed to prevent the Company from running crews over two subdivisions, from abandoning terminals, instituting new terminals, reducing the number of yard assignments at terminals and having road crews do switching in yards.

This indicates the wide implications of the Brotherhood proposal, that would also prevent the Company from introducing any new methods of procedure or doing this by way of new equipment, with a view to increasing efficiency of operation or reducing costs, without first obtaining the consent of the Brotherhood.

It can hardly be expected that a Conciliation Board would recommend such a proposal at a time such as this, when the railroads in Canada have lost a good deal of passenger traffic to bus transportation, air lines and the private motor car; and when truck transport, commodity pipe lines and water transportation are securing an ever increasing share of freight traffic that was once handled so largely by the railways.

Observations by Board Chairman—In spite of the above, the Board Chairman recognizes that this Brotherhood is seriously concerned with the prospects of the reduction in numbers of railroad employees and that it is only natural for the employees themselves to be very much concerned about the possibility of lay-off. It cannot be denied that the question of technological and other changes, including automation, has presented a very serious problem to unions representing employees in certain fields, and that this problem is a growing one.

This is, of course, in the nature of things, because management, facing the problem of the increasing cost of labour and materials and decreasing returns, is driven to seek more efficient and less costly methods of operation, including, where possible, mechanization and automation of processes and work procedures. That this is a major problem which will require the full co-operation of management and labour alike is generally recognized, but it would appear that the solution is not likely to be readily found and may require, perhaps, the attention of Parliament itself.

However that may be, it is the opinion of the Board Chairman that the Brotherhood proposal, if instituted, might well seriously hamper the Company in exercising the normal management responsibility for carrying on its operations in an efficient manner to meet the intense competition which it must face.

Recommendation—For the reasons outlined above, this Board does not see fit to recommend the adoption of the Brotherhood proposal.

This Board does recommend that, without any contractual requirement so to do, this Company should discuss with the Brotherhood impending changes in opera-

tion that would substantially affect the work security of the employees or their earnings, in recognition of the legitimate interest of the Brotherhood in the welfare of its members and the natural sensitivity of the employees to the question of work security.

The intent of this recommendation is that, in the event of such discussion, the failure of the parties to agree would leave it open to the Company to take such action as it saw fit, subject, of course, to its contractual obligations under the collective agreements.

Brotherhood Proposal No. 11—Extension of Yardmasters Agreement

Proposal: "Please accept this authorized notice of our desire to request that the agreement covering rates of pay and working conditions of yardmasters and assistant yardmasters on lines in Canada, be extended to include yardmasters and assistant yardmasters employed as such south of the St. Lawrence River, on the Atlantic Region. It is our desire to discuss this matter in conference in conjunction with notices served under existing agreements covering yard service employees."

Yardmasters and Assistant Yardmasters—Yardmasters and assistant yardmasters on all lines in Canada on the CNR, except for former Government Railway lines south of the St. Lawrence River, are covered by uniform rates of pay and working conditions. These yardmasters, working under the Yardmasters agreement are paid by the month, they may be worked split shifts and may be called for overtime with a minimum payment of two hours per call.

Under the yardmasters agreement there is a classification and rate for assistant yardmaster and three separate rates for yardmaster as follows:

Yardmaster, first class yard	$496.19 per month
Yardmaster, second class yard	482.83 per month
Yardmaster, third class yard	469.46 per month

Under this yardmaster agreement, qualified yardmasters are compelled to take yardmasters work to protect their seniority.

Yardmasters on Former CG lines South of St. Lawrence River—These yardmasters do not have a separate agreement but are covered by the Eastern Agreement which also covers conductors, baggagemen, flagmen, brakemen and yardmen. The yardmasters south of the St. Lawrence River are paid upon a daily rate basis, cannot be worked split shifts and if called on overtime are entitled to a minimum of eight hours per call.

There is only one rate for yardmasters south of the St. Lawrence River and there is no classification of assistant yardmaster. These yardmasters are permitted to waive yardmasters work while still protecting their seniority rights. These yardmasters, south of the St. Lawrence River, are paid at the rate of $19.29 per day.

The Brotherhood says this is the equivalent of $385.80 per month based on a 20-day month of five days per week for four weeks. The Company says this is the equivalent of $424.38 per month based on an average of 22 working days per month.

It is noted that the separate agreement for yardmasters and assistant yardmasters was negotiated in May 1945, and in April 1959 this separate agreement was extended to cover the yardmasters at Joffre yard at Charnier, P.Q., on the south shore of the St. Lawrence River. It would appear that there are some 33 yardmasters south of the St. Lawrence River who are involved, of whom 25 are employed in the equivalent of first-class yards.

It also appears that the increase required to bring the 25 yardmasters in line with first-class yardmasters, employed in yards north of the St. Lawrence, would be $76.63 per month or the sum of $919.56 per year. This figure of $76.63 per month for the parity increase is a Company figure, but for present purposes it may be used with some confidence as it is lower than the Brotherhood figures referred to above which suggest that the yardmasters in first-class yards north of the St. Lawrence River earn $110.39 per month more than their opposite numbers south of the St. Lawrence River.

Whatever the exact figures are, it is clear that the increases required to produce parity would be very substantial, quite apart from any general wage increases. For this reason, it is considered that the increase, required to produce parity, should not be applied all at once, and, that partial increases would have to be applied at staggered intervals, during the renewal period of the collective agreements, with the intent that by the termination date of the renewed collective agreements full parity would be reached.

Recommendation—This Board recommends that the parties to this dispute negotiate an agreement providing for:

1. The elimination of the present differential existing for yardmasters work north and south of the St. Lawrence River.
2. Such elimination to be made in graduated steps during a period expiring May 31, 1964.
3. A reclassification of yardmasters south of the St. Lawrence River into one or more of the three categories—yardmasters, first class; yardmasters, second class; and yardmasters, third class.

4. The complete integration of the yardmasters south of the St. Lawrence into the system yardmasters agreement to become fully effective by May 31, 1964.

Brotherhood Proposal No. 12—Car Retarder Operators

As both the Brotherhood and the Company have proposals with respect to the car retarder operators, it is more convenient to deal with the whole issue at once. Accordingly, both the Brotherhood and the Company proposals will be dealt with in Chapter IV to follow, under the heading of Company Proposal No. 2.

Brotherhood Proposal No. 13—Health and Welfare

Proposal: (1) That entire cost of health and welfare be borne by the Railway, and (2) contributions to continue while the employee is on Workmen's Compensation.

Part (1) of the above proposal is system wide in application and relates to all employees represented by the Brotherhood. Part (2) appears in the proposals for the East only and has been omitted from the Western proposals.

As of October 1, 1959, the employees represented by this Brotherhood were admitted to coverage under the employees benefit providing coverage to the non-operating group of employees. Before this date, i.e., on February 16, 1959, the Brotherhood and the Company had agreed that, beginning with admittance to the plan, the Company would deduct $4.87 per month from the wages of each participating employee and that the Company would contribute each month an amount equal to the amount so deducted.

It has turned out that the cost of the coverage provided now amounts to $10.44 per month, which is 70¢ per month per employee greater than the $9.74 per month, upon which the $4.87 figure referred to above was based. The Company has refused to increase its contribution of $4.87 per month so the employee must make up the difference and consequently the employee is now paying $5.57 per month.

Recommendation—This Board recommends that the total cost of the health and welfare plan be shared equally by the employees and the Company with each contributing 50 per cent of whatever the total monthly cost may be. At present figures this would require a contribution by deduction of $5.22 for each participating employee, which would be matched by a Company contribution of the same amount.

This Board does not see fit to recommend the continuance of contributions while the employee is drawing Workmen's Compensation, particularly as the present plan does not so provide for the other groups covered by it.

Brotherhood Proposal No. 14—Yardmens Vacation Benefits

Proposal: Request that the yardmens vacation agreement be the agreement in effect prior to 1958, with the amendment to provide for the extended period of vacations on the same basis that is in effect on the CPR. This proposal is applicable to yard service employees only and is system wide.

The current vacation agreement was adopted in 1959 at the conclusion of the negotiations for the 1958 wage movement, and provided for converting from the former *per diem* basis to the present percentage basis. This change was of great benefit to the road service employees because the previous *per diem* basis only provided one basic day's pay for each vacation day whereas the percentage basis enabled road service employees to earn greatly increased vacation benefits based upon their earnings under the dual basis of pay.

However, the yard service employees claim that they have suffered a loss by the change to percentage basis and now want to change back to the *per diem* basis. But there is more involved in the proposal than that, because the Brotherhood seeks to restore the previous *per diem* basis plan in full (with an amendment to cover the extended period of vacations) to regain certain benefits which are not part of the percentage plan but were part of the *per diem* plan, as follows:

1. Time off duty on account of *bona fide* illness, injury, or to attend to organization business, not exceeding 50 days in any calendar year, was included in the computation of service for vacation purposes.

2. A spare yardman, if available, got credit for the time he was available on the spare board (i.e., not having booked off) even though he did not work.

3. A yardman was compensated for vacation on the basis of the rate of pay for the service last performed, i.e., to which he was assigned at the time of taking his vacation.

The Brotherhood supports this proposal on the following grounds:

1. A *per diem* basis is more suitable for yard service, as yard employees are paid on an hourly basis, working regularly eight hours per day, five days per week, almost without variation. Roadmen, paid on a mileage basis, work twice as many basic days per month.

2. There is such a great difference in the method of payment for the two classes of service that it is impossible to cover both classes of service equitably by the same rule.

3. There is nothing in the percentage basis of pay to compensate yardmen for the loss of the conditions in the former *per diem* plan that protected the vacation pay of yardmen in certain circumstances (see items (1), (2) and (3) above).

4. On the CPR, the yard employees refused to accept the percentage plan for vacation purpose, and the dispute having been referred to a conciliation board, the result is that yardmen on the CPR have retained the *per diem* basis for their vacation agreement whereas roadmen are paid on a percentage basis.

The Company strenuously opposes the Brotherhood proposal upon the following grounds:

1. The change in 1958 from the *per diem* basis to the percentage basis cost the Company in the order of $200,000.00.

2. At the time, the Company offered to continue the *per diem* arrangement amended to provide four weeks after 35 years or to install a percentage system.

3. The Brotherhood chose the percentage system and now seeks to retain the substantial advantages of it but wants to get rid of any disadvantages.

4. The Company denies that in general, yardmen suffered a loss by converting to the percentage basis because, although some individuals who do not work regularly may do so, yardmen as a group would gain on the percentage basis, since under it, payment is based upon gross earnings including overtime.

5. Yard engineers and yard firemen are daily-rated employees, yet in every case they receive vacation payment on a percentage basis, instead of a *per diem* basis, and yet no request for a *per diem* payment has been made by them.

6. If interchangeable rights were established as the Brotherhood proposes, and the Company agrees with some reservations, it would be a great benefit to have both yardmen and roadmen on the same basis, i.e., percentage basis, as they now are for vacation payment purposes.

Recommendation—This Board is not satisfied that it should interfere with a change made so recently as in the negotiations for renewal of the agreements expiring in 1958, which concluded in 1959, by the signing of the present agreements, the renewal of which is presently the issue before this Board. This is particularly so in the instant case, where the overall change, from a *per diem* basis to the percentage basis, was made at a substantial cost to the Company which cost is an annually recurring item.

Also, even if this Board were disposed to recommend changes, it would not be in favour of restoring at least two of the former conditions applicable to vacation entitlement, viz.:

1. The provision that a spare yardman would get credit for the time he was on the spare board, and available, even though he did no work.

2. The provision that a yardman should be compensated for vacation on the basis of the work last performed, i.e., the service to which he was assigned at the time of taking his vacation.

For the above reasons, this Board is not prepared to recommend the adoption of this Brotherhood proposal.

Brotherhood Proposal No. 15—Composite Service

Proposal: "A rule to provide that all straight time shifts in combination service as yardmaster and/or yardman will be counted to make up the five-day work week." This proposal is applicable to yard service only and is system wide.

The Brotherhood statement in support of the proposal is as follows:

"In 1952, yardmen and yardmasters voted for a five-day work week, and a five-day agreement was negotiated and became effective October 1, 1953. One condition of the agreement was that days worked under any other agreement could not be included in computing the five days of the work week. At present, the yardmasters work under a separate agreement, so it is possible for a yardman who is a spare yardmaster, to work in excess of five straight time shifts in a week. This is a source of dissatisfaction due to the fact that some men work seven or eight days in a week when spare men are working only three or four days.

This is entirely contrary to the principle of the five-day work week, and could be corrected by an agreement as requested."

The Company strongly opposed this proposal mainly upon the following grounds:

1. The Brotherhood seeks to take service under one agreement and combine it with service under another agreement for overtime purposes.

2. Such arrangements are not now permissible even under one agreement, as, for example, when a yard helper is used as a yard foreman.

3. Under the Brotherhood proposal, if the combined shifts in one week exceeded five, then overtime would be applicable, but this is contrary to the present rule—see Question 4, Appendix 4, page 131 of the Eastern Trainmen's Agreement which reads as follows:

> "4. Q. A regularly assigned yard helper after eight hours relief from duty is used as a foreman at *pro rata* rate and resumes his regular assignment as yard helper. Can he work his five straight time shifts as a helper in addition to the shift worked as yard foreman in his work week?
>
> A. Yes."

4. The above rule applies to many situations, e.g., a hostler working as fireman, a fireman working as engineer, a switch tender working as yard helper, a yard helper working as yard foreman, and a yard foreman working as yardmaster.

5. Again, this is illustrated by Article 93-A, (g), Overtime Provisions, Clause 1, V, at page 73 of the Eastern Trainmen's Agreement which reads as follows: "(g) Overtime Provisions. 1. Employees worked more than five straight time eight-hours shifts in yard service in a work week shall be paid one-and-one-half times the basic straight time rate for such excess work except: . . . (V) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service."

6. The result is that, if an employee is working in a relief capacity in another grade or service (thus exercising his seniority), he cannot add this relief work, to make up the 40-hour work week.

7. See also Article 1-A, Clause 3 of the Western Yardmen's Agreement at page 8 which reads: "Any tour of duty on road service shall not be considered in any way in connection with the application of the provisions of the five-day work week, *nor shall service under two agreements be combined in any manner* in the application of the five-day work week." (Emphasis supplied.)

8. The same language is found in Article 93-A (g) clause 3, page 73 of the Eastern Trainmen's Agreement.

9. Rules are also found in the agreements with both the Locomotive Engineers (BLE) and the Firemen (BLF & E) which are to the same effect and which give the Company the same protection.

10. The above rules are inextricably interwoven into the "warp and woof" of the 40-hour work week provisions that were negotiated with this Brotherhood and became effective October 1, 1959.

Recommendation—The Brotherhood has not satisfied this Board that the recommendation of this proposal is warranted at this time, nor has it adequately answered the Company submission that the adoption of the proposal would seriously interfere with the present rules relating to the operation of the 40-hour week.

Certainly on the face of it, the proposal might well cause the Company to pay considerably more overtime, although the Brotherhood denies that this is the purpose for the proposal as the intent behind it is to spread the work. In addition to the above, it appears that the other running trades have similar rules in effect as are presently in effect between this Company and this Brotherhood with no requests for amendment.

For the above reasons, this Board does not consider it would be justified in recommending the adoption of this proposal at this time.

Brotherhood Proposal No. 16—Revision of Article 147—Questions and Answers

Proposal: "Request Revision of Article 147 by correcting the answers to questions on page 155 of the schedule in order to protect established seniority." This proposal is limited to yard service in Eastern Canada only.

This proposal is actually proposal No. 22 of the Supplementary Proposals—Regional Rules, contained in the supplementary notices for yard service. It was listed here as a Brotherhood main proposal because it was so dealt with at the Board hearings, but in the opinion of the Board Chairman this was a mistake, as there is no reasonable basis for classifying this proposal as such. Indeed it is doubtful if this proposal would affect any more than a relative handful of the members of this Brotherhood.

Therefore, there would appear to be no justification for dealing with this relatively minor proposal in conjunction with the main Brotherhood demands, and accordingly, it will be dealt with in its proper place in Chapter V below when the Brotherhood's Supplementary Proposals—Regional Rules, are considered.

CHAPTER IV—TEN COMPANY PROPOSALS

No. 1—Work Within Switching Limits

Proposal: (1) Delete Articles 102 and 140, Atlantic, St. Lawrence & Great Lakes Regions and substitute a new article 140; (2) make a similar revision of Article 4, Clause (b) of the Western Yardmen's Agreement. This Company proposal applies to yard service primarily and is system wide in its application.

The present Articles 102 and 140 read as follows:

Article 102—Switching Limits Defined—"The necessity of changing or re-establishing recognized switching limits, in order to render switching services required because of extension of industrial activities and territorial extension of facilities, must be recognized.

The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiations between the proper officer of the Railway and the general chairman. The concurrence of the general chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities. Yard limit boards may or may not indicate switching limits."

Article 140—Yardmen's Work Defined—"Switching, transfer and industrial work, wholly within the recognized switching limits, will, at points where yardmen are employed, be considered as service to which yardmen are entitled, but this is not intended to prevent trainmen from performing switching incidental to their own train or assignment.

At points where yardmen are employed and a spare list of yardmen or joint spare list from which yardmen are drawn, is maintained, yardmen will, if available, handle work, wreck, construction, snow plow and flanging service performed wholly within the recognized switching limits, and be paid at yard rates and under yard conditions."

The Company proposal would delete Articles 102 and 140 set out above and substitute the following as Article 140:

Proposed Article 140—Work Within Switching Limits—"Work Within Switching Limits: At points where yardmen are on duty they will be given preference over trainmen to switching, transfer and industrial work wholly within the recognized switching limits. This is not intended to prevent trainmen from performing, switching incidental to their own train or assignment.

At points where yardmen are employed and a spare list of yardmen or a joint spare list from which yardmen are drawn, is maintained, yardmen will, if available at *pro rata* rates, handle work, wreck, construction, snow plow

and flanging service performed wholly within the recognized switching limits, and be paid at yard rates and under yard conditions.

This rule does not apply to areas that have switches locked or are isolated from operating yards.

Switching limits will be designated by general notice at all points where yard engines are assigned, and such limits may be changed as necessitated by industrial development and territorial extension of facilities. Yard limit boards may or may not indicate switching limits."

The Company states that the general purpose of the proposal is the modification of the present artificial work ownership rules and specifically the purpose of the proposed revision is threefold, viz.:

1. Remove limitations in the rules that prohibit road crews from performing switching within switching limits.

2. Remove any requirements, express or implied, for the employment of yardmen on work in shop or plant areas which can be performed more usefully and economically by other crafts.

3. Remove any restrictions on management's right to change switching limits.

These three main objectives of the Company will be considered separately as follows and in each case the respective positions of the Company and the Brotherhood will be set out.

FIRST COMPANY OBJECTIVE

To Remove Limitations in the Rules Which Prohibit Road Crews from Performing Switching Within Switching Limits

Company Position—The Company supported this objective as follows:

1. The present rules impose severe restrictions on the use of road crews to perform switching in yards and other locations within switching limits.

2. The present rules prohibit road crews from doing such work except in connection with their own train or where yard crews are not employed.

3. Thus the present rules establish arbitrary work ownership lines between yard and road employees, which is costly, wasteful and detrimental to public service.

4. There is no functional difference between road and yard work and in fact, road crews perform all the operations which are performed by yard crews, in locations where no yard crews are employed.

5. At many locations the services of road and yard crews are interchangeable, and the Brotherhood request before this Board for interchangeable seniority rights would make this condition system wide.

6. Road and yard crews all work under the same uniform code of operating rules; both use the same types of equipment and employ the same set of signals and operating techniques.

7. Road work is separated from yard work only by geographical lines or boundaries known as "switching limits" which are established locally and may be varied from time to time.

8. The unwarranted restrictions of the present rules have a profound and far-reaching effect upon the operation of the railway—efficiency is impaired because of delay, and excessive costs are incurred in the movement of cars.

9. It is a waste of manpower and equipment for road crews to stand idle waiting for yard crews to perform switching that the road crews are fully qualified to do.

10. These restrictions deprive the Company of the flexibility it requires to provide efficient, economical service to the public which it must do to meet its competition.

11. Under present highly competitive conditions, customers often demand that a car be spotted at once upon arrival, and it is not always feasible to have a yard engine immediately available to do the work.

12. Being fully aware that the railways no longer enjoy a monopoly in the field of transportation, shippers will no longer brook delay, as other transportation media will provide flexible efficient service if the railroads cannot do so.

13. The Company proposal would diminish the impact of wasteful, arbitrary intra-craft distinctions and permit road crews to switch in yards as the interests of efficiency may dictate.

14. There is no logical reason for denying the Company the right to utilize road crews when the situation warrants it, particularly when the work is work the road crews are fully qualified to do.

15. For a road crew to stand idle, waiting for a yard crew to perform work that the road crew could perform while the yard crew was busy doing other work, is a form of "featherbedding" which should stop.

16. In a yard where there are no yard crews assigned, road crews perform this same work with no question.

17. The Brotherhood continually harasses management with claims that seek to make these restrictions in the rules ever tighter and to establish an "iron curtain" between all road and yard work (the examples cited are set out under a separate heading below entitled Examples of Harassment).

18. Other examples could be cited (some of the cases are still in process) but the important fact is that these actions by the Brotherhood seek to develop and foster the iron curtain philosophy.

19. The imposition of such restrictions between road and yard crews is detrimental to the interests of both the Company and the employees.

20. For many years, trainmen in Western Canada have been doing switching as the Company required, and have not suffered because of the arrangement.

21. Experienced operating officers of the Company would not consider using road crews to do yard work if a yard crew were on duty and available, because it would be uneconomic to do so (as the Company would have to pay terminal delay).

Examples of Harassment—The Company cited the following examples of harassment by the Brotherhood:

a. *Belleville-Lindsay Way Freight.* "On Saturday, June 11, 1960, the crew on the Belleville-Lindsay way freight was required to switch out a "piggyback" load at the ramp at Peterborough for unloading. The job required only 40 minutes but the crew on the way freight submitted claims for an additional day's pay for "performing yardmen's work". A yard crew enjoying one of its assigned rest days (yet eager to share the spoils) also submitted claims for a day's pay on the basis that a road crew had performed work to which it was entitled. These employees were attempting

to extract 48 hours compensation from the Company for a job that required only 40 minutes to perform and for which the road crew was already well paid."

b. *Quaker Oats Company—Peterborough.* "On another occasion the Quaker Oats Company at Peterborough asked for an extra train on Saturday morning to deliver 15 loads that were urgently required. A train was run from Lindsay to Peterborough, the loads were spotted as requested and some empty cars were picked up. There was no yard engine on duty at Peterborough, as Saturday is an assigned day off for yard crews, but nevertheless the road crew (that had been on duty for a total of only four hours and forty-five minutes and had received a full day's pay for the trip) submitted claims for an additional day's pay for performing yard work."

c. *Mail Car—Belleville.* "This "iron curtain" philosophy extends to passenger switching as well. For many years, the passenger crew on train No. 5 (Montreal-Toronto) has switched out a mail car at Belleville each trip and occasionally has added a coach to accommodate passengers between Belleville and Toronto. The crew recently started claiming an additional day's pay at yard rates in each instance that cars were so handled. The crew claimed it was doing switching to which Belleville yardmen were entitled."

d. *Turcot Yard (Montreal).* "Train numbers 300 and advance 300, handling eastbound piggyback traffic and operating through to Bonaventure freight terminal at Montreal, set off at Turcot yard (Montreal) cars destined for transfer to Montreal yard (Cote de Liesse). Some of the road crews make the set-offs at Turcot without complaint, and later, transfer yard crews pick them up and deliver them to Montreal yard. Other road crews refuse to set off such cars, and in such instances the Company is expected to have a yard engine "sitting idly by" waiting arrival of trains 300 and advance 300 to set off the cars in order that the road crews may proceed to Bonaventure. Meanwhile the road crews are "sitting idly by" while the yard crews set out the cars."

e. *London Auxiliary—Brantford Yard.* "On November 7, 1960, a crew was ordered to London to handle the London auxiliary (wrecking equipment) for the purpose of rerailing equipment at Brantford yard and to return the auxiliary to London. The crew was on continuous duty from time required to report until time released on return to London. Despite this fact, a yard foreman and two yard helpers who were available for work on the spare board at Brantford submitted claim for eight hours at yard rates, because they were not called for the auxiliary service in Brantford yard. Recently this claim was supported by Canadian Railway Board of Adjustment No. 1."

f. *Brantford—Two Cars of Auto Parts.* "On December 26, 1960, an eastbound freight train was instructed to lift two cars of auto parts at Brantford for Hamilton. A switch was required because the two cars were located behind five other cars in the track. The crew was compensated at wayfreight rates for the entire trip and in addition, submitted claims for eight hours more pay at yard rates for performing the switch, which it was claimed was yardmen's work. The claims were not paid but the grievance procedure has not been exhausted."

Brotherhood Position—The Brotherhood strenuously opposed the Company's first proposal, and its objections to the first main Company objective above may be summarized as follows:

1. We deny that there are any artificial work ownership rules involved here and the dispute is certainly not concerning work ownership.
2. For over 75 years we have successfully represented the two crafts of yardmen and roadmen, that were brought into being by the railroads as men were hired either in yard or road service, and there they remained with seniority in the one craft only.
3. The only protection yardmen have for their craft and their seniority is the switching limits that serve as boundaries of closed yards, and the work within the switching limit is work to which the yardmen are entitled.
4. Closed yards are established solely at the whim of the railways (as it is their prerogative to do) and are abolished in the same way.
5. No closed yard was ever established at the insistence of this Brotherhood.
6. This Company proposal would give *as a preference* to yardmen the work which contractually is their basic right within switching limits, which they were hired by the railway to perform and which is the only work to which they hold a claim by right of seniority.
7. The Brotherhood's proposal as to interchangeable rights would not give to either yard or road employee any retroactive seniority as this would be accomplished on a "top and bottom" basis.
8. We deny the statement by the Company that there is no functional difference between road and yard work—a yardman has some knowledge of the duties of a brakeman, but there are many features of the work he would be unfamiliar with, and the same is true of a brakeman working in the yard.
9. As to examples of harassment referred to by the Company, the Quaker Oats case (example (b) above) was submitted to Canadian Railway Board of Adjustment No. 1 and the contention of the employees was not sustained.
10. As a result of this decision the claim in respect to the Belleville-Lindsay way freight of June 11, 1960 (example (a) above) was withdrawn.
11. Also the claim in respect to the Belleville mail car (example (c) above) was withdrawn.
12. Thus of three cases cited by the Company of harassing tactics by this Brotherhood, one case was settled in the Company's favour under the grievance procedure, and the other two cases were withdrawn by the Brotherhood.
13. With respect to the Quaker Oats case, there was no yard engine on duty as it was on a Saturday, which is an assigned day off for yard engines. As the decision of the Board of Adjustment was against the employees, it seems clear that there is no real basis for the Company argument that wherever yardmen are employed regardless of whether or not they are on duty, the Company must bring the yardmen on duty to perform a few switches which a road crew could perform.
14. Yardmen are paid on an hourly basis while roadmen are paid on a mileage basis. Yardmen's basic rates of pay are higher than those of roadmen.
15. What the Company is seeking to do by this proposal is simply to have work performed at a lesser rate of pay and, indeed, in most cases with no rate of pay at all, as the road crews are upon a mileage basis and the time engaged in switching at these intermediate points would be applied against the time consumed on the trip as a whole and therefore would be done gratis.

16. What is desired by the Company is the unilateral right to shift one craft into the work of another craft within the same tour of duty.

Views of Board Chairman With Respect to Company Objective to Remove Limitations in the Rules that Prohibit Road Crews from Performing Switching Within Switching Limits—The Board Chairman considers that the Company has satisfied the onus resting on it to establish that it is entitled to relief from the strictness of the rigid interpretation placed by this Brotherhood upon the present wording of Article 140 of the Eastern Agreement.

The necessity for this relief is well illustrated by the examples of harassment cited by the Company and set out above in (a), (b), (c), (d) and (f). Example (e) is specifically not referred to here as the claim of the yard foreman and two helpers on the Brantford yard spare board was sustained by way of grievance, but this is presumably because Article 140 uses the word "employed".

The extreme position taken by the employees and the Brotherhood is illustrated by the Belleville-Lindsay way-freight cases, referred to in (a) above, where, for 40 minutes work for switching out a piggyback load at Peterborough, for which the road crew had already been paid, claims were submitted for an additional day's pay for the road crew, on the basis that they had performed yardmen's work, and a yard crew, which was not working that day, as it was its assigned rest day (Saturday), also submitted a claim for one day's pay on the basis that the road crew had performed work to which they were entitled.

Thus, under the present wording of Article 140, claims were filed against the Company for $107.10 in pay for 40 minutes work for which payment had already been made.

It must be said at once that this claim was subsequently withdrawn, but, it is of little avail to say that some of these cases were decided adversely to the employees, and some were later withdrawn, because the very fact that these claims were made demonstrates that the present wording of Article 140 encouraged an attempt by road crews, on the one hand, and yard crews, on the other hand, to take advantage of the unfortunate or mistaken or ambiguous wording of a schedule rule to claim double and even triple payment for the same work.

Also, the fact these cases progressed as far as they did, indicates that this attitude on the part of the employees is shared by, and, indeed, encouraged by this Brotherhood in Eastern Canada.

The Board Chairman is unable to agree with the Brotherhood that Article 140 (together with Article 102) in the Eastern Agreement is the "heart of the Yardmen's Agreement" and as such is sacrosanct so that amendment of Article 140 would destroy the yardmen's craft and acquired rights and, in effect, destroy collective bargaining itself insofar as yardmen are concerned.

The reasons for this conclusion are threefold as follows:

1. There is no language in the Western rule (Article 4, Clause (b)) which states that "switching .... will, at points where yardmen are employed, be considered as service to which yardmen are entitled .....," and road crews in Western Canada have for many years been doing switching as the Company required.

2. Yet it can hardly be said that in Western Canada the craft of yardmen has been destroyed or that it has no collective bargaining rights remaining for it.

3. There is no Article 140 or schedule rule equivalent to it in the agreement between this Brotherhood and the Canadian Pacific Railway, which employed 2,948 yard service employees in 1960, and it can hardly be seriously suggested that the craft of these employees has been destroyed or that their collective bargaining rights are non-existent.

In addition, the Board Chairman finds it difficult to agree with the Brotherhood submission that there is a functional difference between road and yard work that is of any serious significance in respect to this Company proposal concerning switching within switching limits.

The reason for this view is that, at present, road crews do perform all of the operations which are performed by yard crews, in locations where no yard crews are employed, and both yard and road crews work under the same uniform code of operating rules, use the same types of equipment and the same set of signals and operating procedures. Also, it appears that in the Atlantic Region, road and yard service already have interchangeable seniority rights.

It is quite true that yardmen and roadmen are paid upon a different basis, but this fact alone, taken in conjunction with the factors above, is not sufficient to warrant a conclusion that road and yard service are actually distinct crafts rather than separate classifications within the same craft.

It may well be that the Company is attempting to find a means of having switching performed at a lower rate of pay, as is alleged by the Brotherhood, but in the light of the present-day intensive competitive struggle for freight traffic between the railroads and other media of transportation, surely this objective is quite understandable and in the long run should operate to benefit the employees of the railroad.

The Chairman cannot agree with the Brotherhood submission that the Company proposal would permit the railroad to have the work done gratis, because to the extent that switching is done by road crews, it must be paid for, as road crews under the dual basis of pay are always under pay when on duty, and indeed the conversion rule provides a higher basis of pay to compensate for interference with the ability of the road crews to get over the road.

Recommendation—This recommendation deals solely with the First Company Objective set out above, and relates primarily to paragraphs 1 and 2 of the Company-proposed new Article 140 for the Eastern Agreement.

In this respect, for the reasons outlined above this Board considers that the railroad has made out a substantial case for relief from the onerous provisions of the present Article 140 in the Eastern Agreement, dealing with yardmen's work within switching limits. This is particularly so, because of what is considered to be the extreme position taken by the employees and the Brotherhood in Eastern Canada, as to what is a proper interpretation of the language used in the first two paragraphs of the present schedule rule (Article 140).

Accordingly, this Board recommends that the wording of Article 140 in the Eastern Agreement be modified to suit the reasonable requirements of the situation, and in such a way as to prevent any harassment of the Company by unjustified claims of the nature of those set out in the examples above.

As many hours were spent by this Board in an effort to work out suitable language for the changes required, without success, and, as the implications of any change may be considerable, with consequent difficulty and hazard in the language being drafted by those not saddled with the responsibility of operating under the amended rule, it is considered that the required revision to Article 140 should be worked out by the parties to this dispute.

This Board further recommends that the relief afforded to the Company by the proposed amendments to article 140 should not be limited solely to intermediate terminal but that a reasonable measure of relief should also be provided in respect to switching at terminals themselves.

The Reason the Above Recommendation is Limited to Eastern Canada—The recommendation immediately above concerns the First Company Objective which is "To Remove Limitations in the Rules which Prohibit Road Crews from Performing Switching Within Switching Limits."

The reason the above recommendation relates to Eastern Canada is that the Western schedule rule dealing with switching within switching limits has no language similar to, or the equivalent of, the language in present Article 140 of the Eastern Agreement that is considered to be unduly restrictive.

This is illustrated by the juxtaposition of the relative parts of both the Eastern and Western schedule rules as follows:

COMPARISON OF AGREEMENT PARTS

Article 140, Eastern Canada
Yardmen's Work Defined

Switching, transfer and industrial work, wholly within the recognized switching limits, will, at points where yardmen are employed, be considered as service to which yardmen are entitled, but this is not intended to prevent trainmen from performing switching incidental to their own train or assignment.

At points where yardmen are employed and a spare list of yardmen or a joint spare list from which yardmen are drawn, is maintained, yardmen will, if available, handle work, wreck, construction, snow plow and flanging service performed wholly within the recognized switching limits, and be paid at yard rates and under yard conditions.

Article 4, Clause (b), Western Canada

Yardmen will do all transfer, construction, maintenance of way, and work train service exclusively within switching limits, and will be paid yard rates for such service. Switching limits to cover all transfer and industrial work in connection with terminal.

NOTE:

The above language in the Western Agreement specifically *omits* the word "switching."

Conclusion—In view of the above, and of the Company statement that "trainmen in Western Canada have for many years been doing switching as the Company required and have not suffered because of the arrangement," it is not considered that any recommendation by this Board is warranted in respect to the amendment proposed to Article 4, clause (b) of the Western Agreement insofar as the First Company Objective is concerned, i.e. the removal of restrictions in the rules which prohibit road crews from performing switching within switching limits.

SECOND COMPANY OBJECTIVE

To Remove any Requirements, Express or Implied, for Employment of Yardmen on Work in Shop or Plant Areas That Can be Performed More Usefully and Economically by Other Crafts

This second Company objective relates to the third paragraph of the proposed new Article 140 for Eastern Canada set out above, which paragraph reads as follows: "This rule does not apply to areas that have switches locked or are isolated from operating yards."

Company Position—In recent years, small machines (e.g. Trackmobile, Hough Payloader) have been manufactured suitable for moving cars in and around shops and rail reclamation points (scrap yards). These machines are not comparable to a locomotive and cannot perform the kind of switching done by a locomotive.

For example, a diesel switching locomotive commonly handles without any difficulty cuts of 60 to 80 cars and more, while the Trackmobile cannot handle more than four or five cars at a time without voiding the manufacturer's warranty. The Trackmobile is, in fact, a jeep equipped with retractable flanged wheels and special gearing, and costs about $17,000, whereas a diesel locomotive costs in excess of $200,000.

These machines move a small number of cars in areas that are isolated from operating yards, and are not used in normal yard operations. The use of these machines increases efficiency in the plants in which they operate. In the past, large shop staffs were often idle while waiting for yard engines to become available from the operating yard to move cars from one part of the plant to another so that work might proceed. The new machine eliminates such delays.

As these machines are only operated behind locked switches, there is no need for the use of running-trades employees to operate them because the movement of the machine is not required to be controlled by the uniform code of operating rules. Shopmen are fully capable of handling these machines and it is only reasonable that they do so, because the machines are only used a portion of the time and thus the shop men may be usefully employed elsewhere when the machine is not in use.

Because the area in which these machines operate is "wholly within the recognized switching limits" in words of the present Article 140, in the Eastern Agreement, the Brotherhood has insisted that a three-man yard crew be assigned to equipment such as the Trackmobile at Pointe St. Charles, although there is room in the cab of the machine for one man only, viz., the operator.

A Trackmobile was placed in service at Pointe St. Charles car shops early in 1957 and two shop craft employees were assigned to it—one to operate it and one to couple and uncouple cars. For more than three years, this machine operated on this basis with no indication whatever that the operation was unsatisfactory or unsafe.

In the summer of 1960, Canadian Railway Board of Adjustment No. 1 ruled that Article 140 entitled yardmen to the work, but did not hold that the so-called full crew rule, Article 135, applied. Instead, the Board instructed the parties to further negotiate upon the consist of the crew.

During these negotiations, the Brotherhood insisted that a yard foreman and a helper be assigned to the Trackmobile, while the railroad insisted that one yard foreman was all that was necessary.

Since August 15, 1960, in compliance with the spirit of the Board's decision, a yard foreman has been assigned to this Trackmobile.

Although it may be correct that the yard foreman now assigned to this machine does control its movement by hand signals in accordance with the Uniform Code of Operating Rules, there is no necessity for him to do so for two reasons viz.:

a. The machine is operated behind locked switches and the machine operator who is receiving the signals is not qualified in the Uniform Code of Operating Rules.

b. Before the placement of the yard foreman on the Trackmobile, the shop crafts employee, whom he replaced, had no knowledge whatever of the Uniform Code of Operating Rules, nor was he familiar with hand signals given in conformity therewith and yet the operation was entirely satisfactory.

The Brotherhood to this day still insists that more than one yard employee be assigned to this machine, although there is no work whatever for the additional employee to do and no facility to convey such employees.

When Article 140 was written, it was never contemplated that it would apply to small machines isolated from switching areas as is the case at Pointe St. Charles, where the machine is also operating behind closed switches so no other traffic can interfere. Unfortunately, the language of the rule does not make this necessary distinction.

Article 135, requiring that a yard crew shall consist of one foreman and two helpers, was written to cover yard crews assigned to conventional locomotives long before the development of the Trackmobile. A yard crew is not required on such a machine and can perform no useful function, and consequently their use is a pure waste of the man's time and the Company's money. Indeed, the men would simply lounge around all day with no work to perform.

Another machine, known as the Hough Payloader, operates *off the tracks*, running on rubber-tired wheels, and it has a smaller cab even than the Trackmobile. One of these machines is used in the reclamation yard

(scrap yard) at London, Ont., which is about one and a half miles from the main operating yard and is entirely separate from the main line, but technically speaking is located within the switching limits.

Because the reclamation yard is "within switching limits," the Brotherhood insists that any work done with the machine is work to which yardmen are entitled. In so doing it makes the ridiculous claim that any machine that moves a railroad car within switching limits, whether it be on the track or off, is performing work to which yardmen are entitled.

Brotherhood Position—Just because in some areas the method of locomotion for moving box cars from one track to another has been changed is no reason why this work should be performed by shop men rather than by yardmen who have traditionally been used for this work.

These machines, such as the Trackmobile and the Hough Payloader, are performing exactly the same kind of switching as was formerly done by a locomotive, and are equipped with a draw-bar for the specific purpose of performing such switching. Before the advent of these machines, cars were moved from one track to another in the so-called shop or restricted areas by steam or diesel engines. The same method of operation now exists and the only change is the method of locomotion.

Also, the movements of these machines are controlled by signals. The ground man, who is a yardman, does all the coupling, uncoupling, and throwing of switches, and controls the movement by signalling the operator of the Trackmobile when to proceed, back up, stop, slow down, etc., as specified in the Uniform Code of Operating Rules.

The roominess of the cab on the Trackmobile has nothing to do with the consist of the yard crew. Yard crews, which are also known as ground crews, spend very little, if any, time in the cab of an engine, and then only in proceeding from one point to another such as switching at a given industry and then proceeding to the next siding. In the case of the Trackmobile, at no time is the ground crew in the cab.

In the Pointe St. Charles case over the Trackmobile, the Board of Adjustment neither agreed nor disagreed that Article 135, the full crew rule, applied, but said that this was a matter for negotiation.

As the Company would not agree to arbitration as the Brotherhood suggested, we had no alternative but to re-submit the case to the Canadian Railway Board of Adjustment No. 1, and it is our understanding that the Board has ruled that since the contract is now open for revision, the dispute must be settled between the parties.

Views of Board Chairman—A careful review of all relevant factors strongly suggests that some changes in the schedule rules are required to take care of the operation of these small self-propelled machines when used in connection with the movement of cars in relation to the operation of railroad shops, scrap yards, etc. The Brotherhood itself has recognized these special requirements, because in Western Canada, it has agreed to the operation of the Trackmobile with one yard foreman assigned as the full crew.

Also, in the Pointe St. Charles case, the Brotherhood itself did not insist upon the full crew rule of a yard foreman and two helpers, but did insist on a yard foreman and one helper. Certainly, it would appear unreasonable to suggest that a machine such as the Trackmobile requires a yard crew to operate it, when the operation is confined to shop areas or scrap yard areas which are isolated from operating yards, or can be safeguarded by locked switches or other suitable precautions.

In fact, there was no evidence produced to this Board to suggest that, during the period of over three years when the Trackmobile at Pointe St. Charles was operated without yardmen assigned to it, there were any accidents or that any lack of safety in operations was demonstrated.

On the other hand, the Chairman considers that precautions have to be taken to ensure that Trackmobiles and similar machines are not used for normal switching purposes while manned by shop or other craft personnel who are not yard personnel.

For this reason, it is considered that the language proposed by the Company—"this rule does not apply to areas that have switches locked or are isolated from operating yards"—is too wide and too general.

Recommendation—For the reasons outlined above, this Board considers that a revision of Article 140 of the Eastern Agreement is warranted to permit the use of small machines, such as the Trackmobile and the Hough Payloader, when used in connection with the movement of cars in relation to the operation of railroad shops, scrap yards, etc., and for the manning of such machines by shop or other crafts, provided that:

1. The operation of such machines is confined to the general area of the shop or scrap yard, etc., concerned.

2. Reasonable safeguards are adopted to ensure that such machines are not operated in the switching limits generally.

3. In no event shall such a machine be used to perform normal switching services in the general area of the switching limits unless yardmen are in charge of its operation.

It is further considered that amendments of a similar nature are warranted with respect to Article 4, clause (b) of the Yardmen's Western Agreement.

Consequently, this Board recommends that the parties negotiate suitable amendments to the schedule rules to put into effect the principle of the revisions which this Board considers warranted as stated above.

Special Note—Since the above was written, the Board Chairman has been informed that the Pointe St. Charles dispute over the Trackmobile has progressed to the referee stage and the referee has handed down his decision that the consist of the crew for the Trackmobile should be a crew of two yardmen.

It should be stated that the decision of the referee was given under the schedule rules as they are now worded, before any revision is made, and consequently the referee's decision has no application whatsoever to the issue before this Board, except perhaps to emphasize the extreme rigidity of the present schedule rules (Article 140 of the Eastern Agreement) and thus to demonstrate the pressing need for revision thereof.

THIRD COMPANY OBJECTIVE

Remove Any Restrictions on Management's Right to Change Switching Limits

The provisions of the present schedule rules dealing with the change of switching limits (found in Article 102 of the Eastern Agreement and Article 4, clause (b) of the Western Yardmen's Agreement) are the same and read as follows:

"The necessity of changing or re-establishing recognized switching limits, in order to render switching services required because of extension of industrial activities and territorial extension of facilities, must be recognized.

"The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiations between the proper officer of the Railway and the general chairman. *The concurrence of the general chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities.* Yard limit boards may or may not indicate switching limits." (Emphasis added.)

The Company proposal is to delete the language quoted above and substitute the following:

"Switching limits will be designated by general notice at all points where yard engines are assigned and such limits may be changed as necessitated by industrial development and territorial extension of facilities. Yard limit boards may or may not indicate switching limits."

Company Position—The purpose of this part of the Company's proposal is to remove those parts of the rules that require the Company to obtain the consent of the Brotherhood before changing switching limits.

In spite of the words underlined above in the second paragraph of the existing rule, the attitude of the Brotherhood has been unreasonable in recent times and, in view of the intense competition faced by the railway, this makes it necessary that management should have the sole right to make decisions in this respect.

Agreements with the Brotherhood of Locomotive Engineers accord this right to management. An appropriate bulletin is issued when it is necessary to make a change in switching limits, and over the years, the employees have not complained that they are suffering any disadvantage. Industrial change is constantly under way, and railway management must have flexibility in the use of manpower and equipment to keep pace with such change.

It is quite true that the Brotherhood has concurred in many instances in the *extension* of switching limits but this is quite understandable because generally speaking it would be abnormal for the Brotherhood not to agree upon an *extension* as to do so would as a rule be inimical to its own interest.

What the Company is more concerned with is a *reduction* of switching limits, for example, the exclusion of certain trackage from switching limits such as that on which the Trackmobile operates at Pointe St. Charles.

An example of the difficulty and delay the Company experiences in obtaining the consent of the Brotherhood to a reduction in switching limits is the Drumheller case in Western Canada. Here the Company requested Brotherhood concurrence on January 10, 1958. As no reply was received by June 28, a tracer was sent to the general chairman who was again traced on August 7, 1958. No reply having been received by November 6, the proposal was rewritten, and finally a reply was received on November 10, 1958, in which it was stated that since the proposal was for a *reduction* in switching limits the Brotherhood could not concur. The matter was then discussed further and a tracer sent on April 29, 1959, and finally a reluctant concurrence was received on May 1, 1959 which was 11 months after the proposal had originally been made by the Company.

Even in securing *extensions* in switching limits, unreasonable delay has occurred, and the Company runs the risk of losing business while awaiting the Brotherhood concurrence.

As an example of this, the Company filed correspondence concerning its request to the Brotherhood to agree to extend the switching limits at Stratford yard in the Thorndale subdivision from mileage 1.58 to mileage 2.1 to serve a new plant erected by Crane Steelwares Limited. Here concurrence of the general chairman was requested by the Company by letter of July 24, 1961, and was not secured until September 19, 1961, as a result of a letter from the area manager to the general chairman which reads in part as follows:

"Much effort was put forth to attract this industry to our rails. Its traffic is highly susceptible to truck haul and I want all of our people concerned to do what is necessary to get the maximum possible portion of its traffic. We need it. Way freight handling of cars for this industry definitely will not provide the flexibility of service that is needed to secure the bulk of its business."

Brotherhood Position—The Brotherhood denies that it has been unreasonable in its attitude toward the changing of switching limits and stresses the fact that before 1951, the switching limit rules in effect on the CNR were far more restrictive.

As a result of the Company application for relaxation of the 1951 rule, an amendment was made by putting into effect the present rule, and the significant change was by adding the following words: "the concurrence of the general chairman will not be withheld when it can be shown that changes are necessitated by industrial activities and territorial extension of facilities".

As an example of how reasonable the Brotherhood has been it referred to the record by regions as follows:

1. On the Atlantic Region since 1951, 12 requests have been made by management for extension of switching limits and 11 have been granted.
2. The last request was made on September 19, 1961, for extension of switching limits at Dartmouth, N.S. and the general chairman advises that this request has been approved by the committee and the railroad will be so advised.
3. On the Central Region since 1951, there have been 16 requests for extension of switching limits and the Brotherhood has concurred in 15 cases.
4. On the Prairie and Mountain Regions since 1951, there have been 15 requests for the extension of switching limits and every one of the 15 has been agreed to.

With regard to the Company statement that its agreements with the BLE accord management the right to change switching limits without any negotiation or consultation, the engineers hold seniority jointly in road and yard service (and always have done so) and there is no distinction of craft between road and yard engineers, and therefore less reason for them to show the same concern over switching limits as this Brotherhood.

With regard to the CPR, the Brotherhood asserted that the rules in effect on the CPR with respect to switching limits are far more restrictive than those on the CNR, and no complaint has been received by the CPR on this point nor has it referred to the matter during the current conciliation proceedings.

The schedule rule defining switching limits is one of the basic protections afforded by the agreements to the craft of yardman, and to remove it (together with the other basic protection—the definition of yardmen's work) would destroy the yardmen's craft and acquired rights and also, in effect, destroy collective bargaining itself as far as these employees are concerned.

No peaceful settlement of the current dispute between the Company and this Brotherhood can be consummated on the basis of the Company proposals with respect to "switching limits" and "working within switching limits."

Views of Board Chairman—The Company proposal would dispense with the necessity for concurrence by the Brotherhood in changing switching limits and, indeed, for the necessity of any attempt by the railroad to obtain the consent of the Brotherhood before changing switching limits as it saw fit to do.

In view of the history of these schedule rules, and the situation existing on the Canadian Pacific Railway, and the sensitiveness of the employees generally and of this Brotherhood as their representative, to any revision of the schedule rules as to change of switching limits, it is considered that this Company proposal is too far reaching.

However, a certain measure of relief for the Company would appear to be required if it is to be able to secure the flexibility needed to permit it to move with the times and attempt to meet the ever-increasing competition from other means of transportation for freight traffic.

Recommendation—Accordingly, for the reasons given above, this Board recommends that the parties negotiate an amendment of the present schedule rules, in both Eastern and Western agreements, dealing

with the definition of switching limits to provide the type of relief suggested in the following wording:

"The necessity of changing or re-establishing recognized switching limits, in order to render switching services required because of extension *or reduction* of industrial activities and territorial extension *or reduction* of facilities, must be recognized.

"The present switching limits will be designated by general notice to all points where yard engines are assigned and will only be changed by negotiations between the proper officer of the Railway and the general chairman.

The concurrence of the general chairman will not be withheld when it can be shown that changes are necessitated by *the increase or reduction* of industrial activities and territorial extension *or reduction* of facilities.

If the concurrence of the general chairman is unreasonably withheld the Railway may, after a delay of 30 days from the time the request for change was first made, then act unilaterally to change the recognized switching limits by the issuance of a bulletin, but such action of the railway, if objected to by the Brotherhood, may be submitted as a dispute to Canadian Railway Board of Adjustment No. 1.

Yard limit Boards may or may not indicate switching limits."

NOTE: The changes in the above wording from that found in the present schedule rules are as follows:

1. All of the fourth paragraph
2. All the italicized words.

Special Note Concerning Interchangeable Rights—In Chapter III, after Brotherhood Proposal No. 6, in dealing with interchangeable rights for road and yard service employees, this Board stated that there appeared to be a measure of agreement between the parties. In fact, the Eastern Agreement already provides in Articles 126 and 131 for interchangeable rights between road and yard service employees on the Atlantic Region.

It appears as if many of the problems concerning Company proposal No. 1 are due to the fact that, apart from the Atlantic Region, there are no interchangeable seniority rights for road and yard service employees.

In the view of this Board such a lack is unfortunate and has contributed to what might be regarded as artificial distinctions of craft between road and yard service that have not been beneficial to the operations of the railroad and which in the long run may well operate to the detriment of the employees themselves.

However, there may well be implications in this matter which make it undesirable for the required language to be drafted by any other than those most intimately concerned with the day-to-day application of the required rules.

Accordingly, this Board recommends that the parties negotiate suitable language to make way for the introduction of the principle of interchangeable rights in respect to road and yard service employees.

Company Proposal No. 2—Car Retarder Operators

Proposal: *"Prairie and Mountain Regions.* New rule, similar to that in Atlantic, St. Lawrence and Great Lakes Regions, to establish rates of pay and working conditions for Car Retarder Operators."

Note: Also to be considered in conjunction with Company proposal No. 2 above is the Brotherhood main proposal No. 12, in respect to car retarder operators. Brotherhood Proposal—delete from paragraph 1 (a) of the Car Retarder Operators Agreement (Atlantic & Central Regions) the last sentence.

Paragraph 1 (a) referred to now reads as follows: "1 (a). Car retarder operators will be compensated at a rate per day of 96 cents in excess of the yard foreman's rate. *This amount shall remain constant and will not be increased or decreased when rates of pay are adjusted."* (Emphasis added.)

The sentence to which the Brotherhood proposal refers is italicized above.

The Brotherhood has agreed to accept the Eastern Agreement as to car retarder operators, as applicable to Western Canada subject to:

1. The removal of the sentence referred to above and italicized so that the rate for car retarder operator would be "unfrozen."
2. A special clause as to seniority for Western Canada that would be substituted for the present clause of the Eastern agreement which provides for a segregated seniority list.

As these two items are the only real items in dispute they are dealt with briefly as follows:

1. *Delete "this amount shall remain constant and will not be increased or decreased when rates of pay are adjusted."*

The Company opposes this proposal on the basis that the 96-cent rate per day is a substantial differential designed to attract yard foremen to take the work and recognize that certain training (three to six weeks) was involved. The premium has been quite successful in recruiting the men required at Moncton and Montreal hump yards and the 96 cent figure was negotiated as recently as September 9, 1960. Car step-up rates were included in the agreement over five years ago and have remained constant.

The Brotherhood in support of this proposal pointed out that on the CPR, the

differential paid to car retarder operators does not remain fixed, and all percentages or across-the-board increases are applied. Also, the only reason the Brotherhood agreed to the inclusion of such a sentence was that the collective agreement was not open at the time (September 1960) and so the Brotherhood was in a weak bargaining position, as the Company could have acted unilaterally and without consent.

2. Substitute a special clause for Seniority for Western Canada.

Brotherhood Position—The reason for this request by the Brotherhood is that since the beginning of negotiated agreements between the Company and the Brotherhood, there has been a difference in application of the principle of seniority between Eastern and Western Canada.

In the East, yardmen have always been required to "follow their hand" to maintain their rights to promotion, for example, if a man could hold a position as a yard foreman, he would not be allowed to work as a yard helper. In Western Canada, the application of seniority to promotion has always been the reverse, i.e., when a man has passed the required examinations, he is shown on the yardmen's seniority list as a foreman. His date as a foreman is the same as his date of entry into service as a yard helper.

Company Position—In the daily operation of a hump yard the efficiency of the humping operation is of the utmost importance. Familiarity with the equipment and judgment gained through its use are necessary ingredients in obtaining effective operation. Consequently, efficiency is impaired with frequent turnover of personnel. Thus it is essential that these operators be segregated from lower rated classifications so they will be exempted from seniority movement normally associated with yard service. The investment of the Company in these yards is enormous and an arrangement for a segregated seniority list is essential to ensure smooth functioning of these yards.

The Brotherhood proposal to permit the other employees to exercise seniority on car retarder operator positions every six months in Western Canada would defeat the purpose of segregation by failing to provide security in these positions and thus deprive the Company of the required continuity of qualified and experienced personnel.

Views of Board Chairman—A careful review of the factors involved here suggests that a solution should be reached based on the following considerations:

1. That a system agreement should be negotiated to cover all car retarder operators employed by this railway in Canada.

2. That the *per diem* differential should not be "frozen" at any particular figure but that the amount of the differential should be open for negotiation during the time the negotiations are proceeding for the main collective agreements.

3. Provided, however, that whatever figure is negotiated for the *per diem* differential, it should remain constant for the duration of the renewal of the collective agreements.

4. And provided also, that the *per diem* differential should not have applied to it any percentage or across-the-board increases.

5. That the system agreement for car retarder operators should provide for a segregated seniority list in the same manner as is now provided by the Eastern Agreement covering car retarder operators and following the precedent afforded by the Yardmasters Agreement of 1945, which this Board understands provides for segregated seniority provisions and covers yardmasters and assistant yardmasters in Western Canada as well as in Eastern Canada.

Recommendation—This Board recommends that the parties work out suitable language to implement the solution outlined in the heading immediately above entitled "Views of Board Chairman."

The recommendation is for a car retarder operators agreement to apply to all car retarder operators employed by this Company at any hump yard in Canada, based upon the present Eastern agreement in respect to car retarder operators but with the modifications suggested.

It is recommended that the per diem differential which is now 96 cents per day be $1.00 per day effective the date of signing of the new system agreement concerning car retarder operators provided the said agreement extends to and includes May 31, 1964.

Company Proposal No. 3—Rotary Spare Board for Yard Service in Western Canada

Company Position—The Company proposal is to replace the present seniority spare board in effect in yard service in Western Canada with a rotary or rotating spare board under which the yard service employees work on a first-in, first-out basis. Rotating spare boards exist in all other running trades agreements in both Eastern and Western Canada and are in effect in Eastern Canada for spare boards in yard service with this Brotherhood.

The great advantage of the rotary spare board is that it spreads the work by keeping all men on the spare board rotating in regular sequence, so that when an employee comes off duty he is placed at the bottom of the board and works his way up to the top before again being called for duty. The number of men on the spare board is adjusted at regular intervals to ensure as

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nearly as possible that a reasonable amount of work will be had by each man during each pay period.

On the other hand, seniority spare boards are adjusted at midnight each day and at that time the man with the most seniority is placed "first-out" so that he gets the first preference to any work available. This has the effect of favouring the senior employees, while working a hardship on the junior employees, and has resulted in some cases in spare men receiving as little as a very few days work per month.

For the most part the junior men only work on week-ends after the senior men have completed five shifts. This makes it almost impossible to retain junior spare men, and the lack of sufficient spare men on week-ends forces a great increase in "doubling" that requires the Company to pay premium rates.

Brotherhood Position—The Brotherhood did try out the rotary spare board for yardmen in Western Canada for seven months on a trial basis, and the spare men themselves demanded it be replaced by the straight seniority board.

The increase in "doubling" the Company is concerned about may be due to many factors, such as the increase in the number of yardmen entitled to vacation, longer periods of vacation, and reduction of regular assignments with an increase in extra engines.

Although the Company proposal in its present form is unacceptable, there could be an area of agreement based upon the rotary spare board as it existed during the trial period with two amendments, to ensure:

1. That regular yardmen have preference to overtime shifts when there are no spare yardmen available to work at straight time.
2. That positions under bulletin will be filled by the senior yardman requesting same each day until expiration of the bulletin.

Views of Board Chairman—This Brotherhood has dealt at length before this Board with the prime necessity of sharing the available work among its membership, and this Board has given serious consideration to this requirement—see for example the Board recommendation in respect to the Brotherhood proposal for mileage limitations.

Yet when this Board comes to deal with the present Company proposal for a rotary spare board for yard service in Western Canada, that will certainly operate to "spread the work" and assist junior men in getting a fair share, the reservations attached to the proposal by this Brotherhood (see (1) and (2) above) do not even give lip service to the principle of sharing the work but seem designed to benefit the senior men at the expense of the junior men, by preventing the normal operation of the rotary spare board.

Recommendation—In view of the fact that the rotary spare board is now in effect with respect to all running trades agreements in both Eastern and Western Canada and also in effect for spare yardmen in Eastern Canada, this Board recommends that the straight seniority board in effect for spare yardmen in Western Canada be replaced by a rotary spare board without the reservations suggested in (1) and (2) above under the heading "Brotherhood Position."

This Board further recommends that the parties negotiate suitable rules revisions to carry this recommendation into effect, having due regard to the agreement previously negotiated in this respect effective May 1, 1959 to November 30, 1959.

Company Proposal No. 4—Monthly Guarantee—Passenger Trainmen

Proposal: Delete the last three words, i.e., "exclusive of overtime," of Article 7 (a), Eastern Agreement.

Company Position—This proposal applied only to passenger trainmen in Eastern Canada and is intended to permit the inclusion of overtime when computing total mileage earned before deciding whether or not the monthly minimum guarantee is payable.

At present Article 7 (a), the Eastern Agreement reads as follows:

"Regular assigned passenger trainmen who are ready for service the entire month, and who do not lay off of their own accord, shall receive the monthly guarantee provided for in Article 1, *exclusive of overtime*." (Emphasis added.)

It is the italicized words that the Company proposal would eliminate.

As presently worded, the rule prohibits the use of overtime in making up monthly guarantees in passenger service and therefore it is at variance with the true purpose of the guarantee rules, which is to assure a specified minimum of earnings to regularly assigned trainmen who are ready and available for service the entire month. The rule as it now stands creates an inequitable situation and results in an unjustifiable payment to employees when no work is performed.

Trainmen regularly assigned to passenger service are guaranteed 4,500 miles per month, but this by no means restricts the employees from making more than 4,500 miles. Eastern mileage regulations permit the accumulation of up to 6,000 miles per month and the change requested does not

reduce the number of miles trainmen are permitted to earn.

The Company proposal does not ask to eliminate the guarantee rule but simply that overtime miles be used to make up the guarantee.

The existing rule is discriminatory and illogical, for example, an employee who accumulates 4,700 straight-time miles in a month without overtime has made more than the 4,500 guaranteed miles and so cannot claim any extra payment under the rule. Yet an employee who makes 4,000 straight-time miles plus 2,000 overtime miles is paid, in addition to the 6,000 miles worked, a further 500 miles to make up the "4,500-mile guarantee."

Payment of 500 miles in these circumstances is totally unreasonable and also permits employees to make earnings in excess of the maximum miles allowed by the mileage regulations. A glaring example of unwarranted payment is found on train No. 37-38 operating between St. Rosalie and Montreal. The conductor and two brakemen are each guaranteed 4,500 miles per month, which, converted to earnings, totals $1,207.50. In April 1961, this crew received 3,750 straight-time miles amounting to $1,006.13 and 1,977 overtime miles amounting to $499.63 for a total of $1,505.76.

Despite the fact that these earnings exceeded the monthly guarantee by $298.26 under the rule as now worded, the Company was obliged to pay an additional $201.23 to the crew to make up the 750 miles deficiency in straight time miles. Thus the crew received a total of $1,706.99 which was $499.49 in excess of the monthly guarantee and $201.23 of this amount was paid for no work performed but due to the wording of the present rule.

Payment of a monthly guarantee exclusive of overtime is inconsistent with guarantee provisions in freight service in the Eastern Agreement and in both freight and passenger service in the Western Agreements. In fact, there is no other monthly guarantee rule in *any* CNR agreements with the running trades Brotherhoods which excludes overtime when computing guarantee entitlement.

The Company submitted details as to 14 train assignments in Eastern Canada where the train crews were paid guarantee payments although their earnings, including overtime, were well in excess of the monthly guarantee in all but three cases.

Brotherhood Position—The overtime paid to trainmen in passenger service is not overtime as generally understood because it is not a premium payment but rather a payment based on a predetermined rate which is less than straight time earnings (See Article 4 (c) Eastern Agreement).

In any event, overtime hours should be recognized by additional payment, and compensation paid for such overtime service should not be taken from the employee as part payment of "guarantee" payments for normal work hours, day or month, as the case may be.

In the examples referred to by the Company, the men were on duty (subject to released time) 12 to 17 hours each working day, and it must be remembered that the guarantees in passenger service are predicated on the assigned men being ready for service the entire month, and if an assigned man lays off of his own accord the portion of the guarantee for the time off is deducted.

The Brotherhood then dealt in detail with the Company examples but neither space nor time is available to deal with this matter here.

Overtime payments are compensation for men required to work excessive daily hours and should not be considered when taking into account the application of guarantee rules.

Views of Board Chairman—The Company has satisfied the onus resting upon it to establish that the proposed revision is warranted.

It is considered that the normal purpose of a monthly guarantee is to ensure that a regularly assigned trainman, who is ready and available for service during the entire month, will be entitled to a specified minimum amount of earnings for such month. Consequently, if his total earnings for any such month fall below the specified minimum, then the railway must perforce make up the difference.

However, if his total earnings for any such month exceed the specified minimum, then there should be no requirement whatever for any payment by way of guarantee.

That this is the normal and accepted interpretation of monthly guarantees would seem to be borne out by the fact that, nowhere else in any agreements which this Company has in effect with any running trades, including this Brotherhood, is there any provision, for the exclusion of overtime in determining whether or not the monthly guarantee shall be paid, such as the one under attack in the present Company proposal.

Recommendation—For the above reasons, this Board recommends the adoption of the Company proposal for the deletion of the

last three words of paragraph one of Article 7 (a) of the Eastern Agreement, viz., "exclusive of overtime."

Company Proposal No. 5—Elimination of Third Brakeman on Freight Trains

Proposal: To eliminate the requirement that there be a third brakeman on all trains of 60 cars or more west of Jasper. This proposal applies to road service only in Western Canada only.

There is no real purpose in reviewing here the rather extensive material filed in relation to this proposal.

This material was read and re-read by the Board Chairman during the course of the proceedings before this Board and, after the most careful consideration, the conclusion was arrived at that, whatever may at one time have been the justification for the requirement for a third brakeman on trains of 60 cars or more west of Jasper, that requirement no longer exists.

For purpose of record, the major reasons for this conclusion are set out below:

1. Nowhere else in Canada is this Company required to assign a third brakeman on freight trains of 60 cars or over.
2. End-to-end radio is installed on trains West of Edmonton that provides constant communication between engine and caboose.
3. The Canadian Pacific Railway, which also operates through similar mountain territory, with considerably steeper gradients, has not now and never has had a rule requiring a third brakeman.
4. If any material delay is caused by the lack of a third brakeman (which is doubtful) the Company is willing to accept such delays.
5. The fact that the railroad has authorized an expenditure of almost $7,000,000 for the radio equipment suggests that it is reasonably dependable.
6. The retention of the third brakeman on trains of 60 cars and over west of Jasper cost the Company in the area of $100,000 in 1960 and exceeding $150,000 in 1961.
7. There is no justification whatsoever, for the Canadian National Railways to be compelled, against its will, to pay out substantial sums of this size, contrary to its better judgment, unless full value is being received in return by the Company, in the form of genuine useful service rendered by the employees concerned.
8. The Brotherhood has signally failed to demonstrate that such [the latter part of reason No. 7 above] is the case in the instance of the third brakeman on trains of 60 cars and over west of Jasper.

Recommendation—For the reasons set out above, this Board considers that the third brakeman on trains of 60 cars and over, west of Jasper, serves no really useful purpose and should be eliminated.

Accordingly, this Board recommends the revision of all schedule rules applicable in such a manner as to eliminate the requirement for a third brakeman on trains of 60 cars and over in Western Canada.

Company Proposal No. 6—Junction Switching—West Only

Proposal: Delete schedule rules in Western Canada that provide for payment of through freight rates at the rate of 12½ miles per hour for all time occupied in switching CNR junction points which payment is in addition to pay for the trip. This proposal applies to road service in Western Canada only.

The Company submits that the junction switching rule, for which there is no counterpart in the Eastern Agreement, requires pay for "time within time" and thus contravenes the principle of "pay for miles or hours, whichever is the greater" inherent in the dual basis of pay concept.

Also, it contravenes the principle set out in the "conversion rule" which provides that trainmen required to make switches or stops or a combination of both at a certain number of points en route, will be paid at the higher way freight rates and thus be compensated for the extra time taken to make the trip. There is a conversion rule in the Eastern and in both of the Western Agreements.

The Brotherhood resisted the proposal on the basis that, many years ago, the employees in Eastern Canada elected to accept the provisions of the McAdoo Award and ever since have been paid time-and one-half rates for overtime in road freight service.

On the other hand, train service employees in Western Canada elected of their own free choice to forego the provisions of the McAdoo Award and instead retain their existing privileges, one of which was the present rule commonly known as the junction switching rule.

This meant that instead of being paid time and one-half for overtime in road freight service, the employees in Western Canada are only paid at *pro rata* rates for overtime work. Consequently, train service employees of the CNR on the western lines have bought and paid for this junction switching rule many times over with the long hours they have put in at straight time rates, especially during the war years, while their counterparts in the East were receiving time and one-half for overtime.

It is emphasized that the junction switching rule applies to through freight crews only and in respect to switching at junction points only.

Recommendation—In view of the fact that train service employees employed in Eastern Canada are paid time and one-half rates for overtime in road freight service, whereas train service employees in Western Canada are paid at *pro rata* rates,

this Board does not see fit to recommend the adoption of this Company proposal at this time.

Company Proposal No. 7—Trainmen Switching at Terminals—East only

This Company proposal applies to the road service only in Eastern Canada only. The Company proposal is to amend Article 10 (e) of the Eastern Agreement by striking out in the second paragraph thereof the word "employed" and substituting the words "on duty."

The Company proposal is really a subsidiary proposal to company proposal No. 1 which deals with Articles 102 and 140, "Work Within Switching Limits."

If this Board had recommended the adoption of Company proposal No. 1 outright without any modification, then it might also consider recommending the adoption of this proposal. But this Board has not recommended the outright adoption of company proposal No. 1 and consequently it cannot recommend the adoption of this Company proposal.

Another objection to this present Company proposal is that Article 10 (e), Eastern Agreement, appears to provide how trainmen will be paid for switching service performed in open yards, i.e., yards where no yardmen are employed and all the yard work is performed by roadmen.

But the proposed amendment, by deleting the word "employed" and substituting the words "on duty," would immediately widen the scope of the Article so that it would cover all yards operated by the Company, whether they were open yards or closed yards.

Thus the amendment proposed assumes that all closed yards will be thrown wide open so that road service employees could be used to perform switching therein at any time except when a yard crew was on duty.

It is highly unlikely that such a radical change from the present practice is either possible or practicable at this particular time.

That is, of course, one reason why this Board, in dealing with company proposal No. 1, refused to recommend its outright adoption but instead recommended that the parties negotiate revisions to Article 140 that would afford relief to the Company from the present restrictive practices.

And it was indicated in that Board recommendation that while the most pressing need for relief was certainly in respect to switching at intermediate terminals yet consideration should be given to some measure of relief in regard to switching at terminals also.

Recommendation—For the above reasons, this Board does not see fit to recommend the adoption of company proposal No. 7.

Company Proposal No. 8—Trainmen Called for Extra Service—East Only

This Company proposal applies to road service only and to Eastern Canada only. This proposal is to amend Article 12 (c) of the Eastern Agreement by striking out the word "employed" and substituting the words "on duty."

But this proposal also puts forward the addition of a new paragraph that in effect assumes the adoption of the principle of company proposal No. 1 in toto without any modification. Consequently, this proposal is subject to the same observations as have been made by this Board in dealing with company proposal No. 7 immediately above.

Recommendation—For these reasons, this Board does not see fit to recommend the adoption of company proposal No. 8.

Special Recommendation re: Articles 10 (3) and 12 (c), Eastern Agreement—It will be noted from the above that this Board does not recommend the adoption of company proposals Number 7 and 8 for the reaons given.

However, if the changes to be negotiated between the parties with respect to Article 140 of the Eastern Agreement necessitate any revision of Articles 10 (e) and/or Article 12 (c) of the Eastern Agreement, then to such an extent and to such an extent only this Board recommends that changes be made with respect to Articles 10 (e) and/or Article 12 (c) of the Eastern Agreement.

Company Proposal No. 9—Trainmen in Work Train Service Released for Saturdays and Sundays

This proposal relates to road service employees only, i.e., trainmen engaged in work train service, and is system wide.

Company Position—The current rules in the Eastern and Western Agreements provide that the employees in work train service may be released for Sunday only.

Frequently when they are engaged in construction or repair work they operate in conjunction with other employees who are on a five-day week. Under these circumstances, the Company is obliged to pay each member of the crew for the sixth day.

As there is no service required, this is payment for work not performed and imposes an unreasonable burden on the Company. The rules in their present form are obsolete. Technological advances have affected many areas of the railway's operation and it is imperative that, as changes occur, agreements be adjusted accordingly.

The Company, in making the present proposal, is simply asking the trainmen to accept an arrangement similar to that which both the engineers' and firemen's organizations accepted 10 years ago.

In order to remain competitive, the Company is striving to reduce its costs in all areas of its operation. There is no justification for the continuation of restrictions of this nature.

Brotherhood Position—The basic principles of the daily guarantee were established many years ago and the elimination of such guarantee would result in a considerable loss of earnings to these work train crews if the Company's proposal were adopted.

Article 14, clause (b) of the Eastern Agreement reads as follows:

"Guarantees—Freight Service. (b) Regularly assigned wayfreight, work and construction trainmen who are ready for service the entire month, and who do not lay off of their own accord, will be guaranteed not less than one hundred (100) miles, or eight (8) hours, for each calendar working day, exclusive of overtime (this to include legal holidays). The guarantee is predicated on the men being both ready for service the entire month, and entitled to the assignment during the entire month, or portion of the month the assignment is in effect. If, through act of Providence, it is impossible to perform regular service, guarantee does not apply."

This Article 14 (b) is a standard type rule derived from the scale of wages of railway employees fixed by the McAdoo Award that was applied to major Canadian Railways by order-in-council PC 1768 of July 16, 1918.

The railway proposal would destroy guarantee protection for trainmen long established as a result of action taken under the order-in-council referred to.

Present rules permit the railway to assign work trains on a five-day week basis. Employees other than those in train service usually work on a five-day week basis, however, in general, when the non-train service employees secured the five-day work week condition, conversion of earnings was made so that these employees received six days pay for five days work.

Similar guarantee for trainmen provided for in Article 14 (b) is predicated on trainmen being available and entitled to the assignment the entire month. Six-calendar-day work week rules apply to trainmen as no comparable five-day week adjustment has been made in mileage rates applicable to road service employees.

Under the Company proposal, men assigned to a work train could be sent home on Friday night and would receive no pay for either Saturday or Sunday, whereas under the present rule, employees assigned to work trains are paid for each day used or held, but if allowed to go home for Sunday they are not paid for Sunday.

Generally, work train crews have no real opportunity to accumulate much mileage and might be compared with hourly rated employees with the difference that their basic hourly rate is extremely low, being $1.57 in Eastern Canada.

The Company proposal in effect would impose a 40 hour work week on these work train crews without any adjustment of rate to maintain take home pay.

To this we cannot agree, but would accept the proposal on a basis of six basic days pay for five days work.

Views of Board Chairman—In the opinion of the Board Chairman, the Brotherhood reference to Article 14 (b) of the Eastern Agreement only confuses the issue.

Article 14, clause (b), would appear to operate to guarantee to work trainmen who are ready for service the entire month, payment of one basic day of 100 miles for each calendar working day, i.e., for each day such employee is on assignment whether such assignment is a five-day or a six-day assignment.

But under Article 53 of the Eastern Agreement, the trainmen in work train service may be released for Sunday only, in which case Sunday will not be paid for or, in other words, if the Company releases such trainmen on Saturday and permits them to go home the Company will still have to pay them for Saturday although they are at home and no work is done.

As a result, the Company cannot bulletin five-day assignments for work train crews, or if it does so, it will be obliged to pay for six days, which is awkward and costly when the work trains are operating frequently in conjunction with other employees engaged in construction or repair work on a five-day week basis.

The earnings of work train crews are quite substantial as is indicated by the figures in the table following:

	Western Canada		*Eastern Canada*	
Work Train Service	*Average Hours Per Day*	*Average Daily Earnings*	*Average Hours Per Day*	*Average Daily Earnings*
Conductors	13.3	$41.41	14.25	$31.36
Trainmen	13.3	36.23	14.25	27.36

NOTE: The above figures are Company figures calculated on the basis of samples taken from each territory and said to be representative of average hours and earnings of train crews in work train service.

In the view of the Board Chairman, although it is clear that work train crews work considerably longer hours per day than most employees, yet, with earnings of the order of $27.00 to $41.00 *per day*, there does not seem to be any reasonable necessity for work train crews to enjoy the benefit of being paid for six days per week whether they actually work the 6th day or not.

Recommendation—This Board recommends that the relevant schedule rules be amended to permit the Company to release trainmen on work train service for Saturday, as well as Sunday, and to provide that if such employees are allowed to go home on Saturdays they will not be entitled to pay for such Saturday.

Company Proposal No. 10—Compensation for Deadheading

This company proposal applies to compensation for deadheading in connection with road and yard service in Eastern Canada only. The relevant rules, Articles 21 (c) and 105 (c) of the Eastern Agreement, have been re-written and both parties have agreed on all points except the Company proposal that compensation for deadheading will not be allowed—"when deadheading in connection with filling an assignment for which no applications were received."

No purpose would be served by setting out the arguments pro and con, as the Board Chairman considers that, while it may not be logical, it is quite understandable that an employee travelling to fill an assignment, that he is required under the collective agreement to take because no application for it has been received, may well feel that he is entitled to compensation for such travel, on the basis that he has not applied for the assignment himself.

Recommendation—Accordingly, this Board recommends that the Company-proposed amendments to Articles 21 (c) and 105 (c) of the Eastern Agreement be adopted by the parties, with the deletion (in each case) of the clause objected to by the Brotherhood, viz.: "when deadheading in connection with filling an assignment for which no applications were received."

CHAPTER V—BROTHERHOOD SUPPLEMENTARY PROPOSALS—REGIONAL RULES

These Brotherhood proposals consist of some 57 proposals affecting Eastern Canada and some 37 proposals affecting Western Canada as noted on page 17 above.

As many of these proposals are common to both East and West, the total number of 94 may be reduced to some 53 proposals of which four were listed in Chapter III dealing with the main brotherhood proposals, as follows:

1. Health and Welfare—No. 13 in Chapter III.
2. Yardmen's Vacation Benefits—No. 14 in Chapter III.
3. Composite Service—No. 15 in Chapter III.
4. Revision of Questions and Answers to Article 147—East only—No. 16 in Chapter III.

Of the four proposals set out above, the first three were dealt with in Chapter III preceding, which leaves No. 4 above, Revision of Questions and Answers to Article 147—East, to be dealt with in this chapter.

The supplementary proposals are listed below in order with appropriate comments.

A—Eastern Canada

1. Supplementary Notices—Yard Service

1. Request the Right to take Lunch 4½ hours from Commencement of Shift except in Cases of Extreme Emergency—The present rule, Article 100, provides that "Yard crews will be allowed twenty (20) minutes for lunch between four and a half (4½) and six (6) hours after starting work, without deduction in pay."

The Brotherhood alleged that this rule had been abused but produced no evidence to support this allegation, although the Company categorically denied that there had been a capricious application of the rules or that men had been arbitrarily or unreasonably denied the right to take lunch 4½ hours after starting work.

The Brotherhood has failed to establish abuse of the present rule and so this Board does not recommend any revision of the rule as presently worded.

2. Request for a Guaranteed Wage Agreement on the Basis of Supplementary Unemployment Insurance—The implications of this proposal are very far reaching and the Brotherhood made no serious attempt to support it apart from rather wide generalized statements.

It appears that no such benefits are in effect in the railroad industry in Canada and this Board refrains from making any recommendation.

3. Health and Welfare—This has already been dealt with in Chapter III.

4. Request that the Yardmen's Vacation Agreement be the Agreement in Effect prior to 1958, with the Amendment to Provide for the extended Period of Vacations—This has already been dealt with in Chapter II.

5. Request improved "Shelter for Yardmen Rule," to Provide Electric Stoves, Refrigerators, Showers, Wash Basins and Toilets—This Board recommends that the whole issue of shelter for yard and road service be referred back to the parties for their joint attention. It is suggested that a joint committee be set up to investigate this matter fully and make recommendations for the improvement and modernization of such facilities.

6. Request Amendment to Hose Coupling Rule for Yardmen (Atlantic and Central Regions) as follows: "Yardmen will not be required to Couple or Uncouple Air Hose in Yards where Carmen are Employed"—The present rule provides that "Yardmen will not be compelled to couple or uncouple hose on passenger cars in yards, or to chain up cars in yards or on repair tracks, where carmen are on duty."

When carmen are not on duty there does not seem to be any reason why yardmen should not couple or uncouple hose or chain up cars in yards or on repair tracks. There can hardly be any hazards as the yardmen would be in charge of the equipment, the movement of which would be under their direction.

No reasonable grounds were established for this proposal and this Board does not recommend it.

7. Request Parking Space be Provided for Employees' Cars Free of Charge—It appears that free parking is provided in numerous locations, but that in congested areas such as large cities, usually a charge of $8.00 per quarter or $3.00 per month is made, running to $10.00 per quarter when electric heater plugs are provided in the winter.

It does not seem reasonable to require the Company to provide free parking in high land cost areas such as Montreal and Toronto.

No recommendation is made by this Board in respect to this proposal.

8. Standard Watches required for Railway Service, will be Cleaned and Repaired at the Expense of the Railway—A garage mechanic who is paid less than most railroaders is generally required to provide his own personal tools with an investment of several hundreds of dollars. Most tradesmen provide their own tools at their own expense and are responsible for keeping their tools in shape.

This Brotherhood has emphasized the skill, knowledge and training of its membership and designates them as craftsmen.

Traditionally, journeymen have provided for themselves the "tools" of their trade and taken immense care to keep them in tip top shape. Surely it is not unreasonable to ask a railroad man to provide his watch at his own expense and to keep it cleaned and in a proper state of repair.

This proposal is not recommended.

9. Request that Yardmen Attending Investigations will receive Payment provided in the Investigation Rule, whether or not Responsibility is Attached to Them—At present the employee is paid if found not responsible for the alleged rule infraction but is not paid if found to be responsible for the violation. The Company states that, wherever possible, the investigation is held at a time convenient to those taking part in it.

No recommendation is made for this proposal.

10. Request that Yardmen will be Paid for Attending Rule Instruction Classes, Board Oral Examinations, Medical Examinations, etc.—The Company states that rule instruction classes and board oral examinations take approximately six hours time of the employee *per year* and upgrade an employee by making him eligible for a higher classification, thus increasing his earning potential.

Medical examinations are mandatory once every two years and are a health safeguard, as they may disclose latent disability in time for preventive measures to be taken.

The total time involved is said to be six to seven hours per year per employee.

It is not considered that any hardship is imposed or that payment is required, and consequently this proposal is not recommended.

11. Free Transportation to be Provided to Yardmen to and from Work between the Hours of Midnight and 6:00 *a.m.*—This matter is now handled by the Company upon a local basis with the Company in some places subsidizing in whole or in part measures designed to provide relief.

This Board agrees that it is not feasible to adopt system-wide rules governing this matter due to the variation in circumstances and conditions from place to place.

As a general rule, in industry the employees must provide their own transportation to and from work whether working on night shift or not. If it were otherwise, the employer might have cause to be consulted as to how far away from his work the employee would be permitted to live. This would be highly undesirable and, consequently, as a general rule employees prefer to retain their own freedom of action and provide their own transportation.

This Board does not recommend this proposal.

12. A Rule to Provide that all Straight Time Shifts worked as Yardmaster and/or

Yardman will be Counted to make up the Five-day Work Week—This has already been dealt with in Chapter III under the heading "Composite Service."

13. Rain Clothing will be Supplied to Yardmen Free of Charge—This Board does not recommend this proposal at this time.

14. Request for twelve (12) Days Sick Leave per Year to be Accumulative—No serious attempt was made by the Brotherhood to support this proposal and accordingly this Board does not recommend it at this time.

15. Request that Spare Yardmen Relieving Switchtenders be Paid Yardmen's Rates—At present, a spare yardman relieving a switchtender is paid at a switchtender's rate on the principle of payment of the rate applicable to the work performed. But this principle works both ways because a yard helper relieving a yard foreman is paid at the higher rate of a yard foreman.

This Board agrees with the Company that the function of spare board employees is to provide relief *at the rate for the job relieved* and consequently the proposal is not recommended.

16. Rule to Provide that Yardmen will not be Disciplined for Refusing to Perform Work that the Schedule Stipulates they will not be Required to Do, nor for Refusing to Perform Work Recognized as the Work of another Craft—If an employee is unjustly disciplined by the Company, a grievance may be launched and progressed in accordance with the grievance procedure.

The proposal would appear to be designed to further the approach of setting up "water-tight" dividing lines between yard service and "other crafts." What other "crafts" are involved is not specified but this Board has already stated its opinion in Chapter IV that road and yard service are not two separate crafts but rather separate classifications within the one craft.

This Board considers that it is not desirable to encourage such distinctions, which, it suggests, are artificially rigid, and particularly so, as such rigidity of approach not only deprives the Company of a reasonable degree of flexibility in its operations, but also in the long run may well operate to the prejudice of the long term interests of the employees.

This proposal is not recommended.

17. Request an Understanding that Bleeding of Air from Cars when for the Purpose of Switching Cars, will be Recognized as Yardmen's Work—The Company states that from time immemorial the work of bleeding cars has been performed by yardmen or carmen, depending on who was available at the time.

This Board agrees with the Company that there is no reason to depart from this practice that works no hardship upon either the carmen or the yardmen.

This proposal is another example of the rigidity of approach referred to in No. 16 immediately above which this Board considers to be detrimental to the long-term interests of both the railway and the employees.

This proposal is not recommended.

18. Request that Article 140 be Amended by Deleting that Part of Article 140, First Paragraph, reading "Performing Switching incidental to their Own Train or Assignment" and Substituting "Setting off from their Train, Cars which cannot be allowed to Go Forward on their Train."—This Board has already dealt with the revision of Article 140 of the Eastern Agreement in Chapter IV.

This proposal would make Article 140 more restrictive than it already is and this Board has already stated its views that the present wording of Article 140 is too restrictive.

This proposal is not recommended.

19. Request an Agreement to Simplify the Handling of Grievances—No real attempt was made by the Brotherhood to support this proposal and accordingly it is not recommended.

20. Request a Uniform Crew Consist Rule for Self-propelled Machines—This ground has already been covered by this Board in Chapter IV.

This proposal is not recommended.

21. Yards will not be Abolished, so long as there remains Four Hours Switching per Day to be Performed—Reference may be made here to a discussion of the whole subject of switching within switching limits that appears in Chapter IV.

This proposal would make it mandatory for the Company to pay a minimum of eight hours to a yard crew at points where four hours switching per day was required. This would saddle the railway with unnecessary costs and would be quite unjustified.

This proposal is not recommended.

22. Request Revision of Article 147 by Correcting the Answers to Questions on Page 155 of the Schedule in Order to Protect established Seniority—There appears to be discrepancy between the Questions and Answers in page 155 of the Eastern Agreement and Article 147.

However the correction suggested by the Brotherhood would appear to interfere *retroactively* with seniority.

This would seem to be objectionable and consequently the matter is referred back to the parties to settle directly between themselves.

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II—Supplementary Notices—Special to Yardmasters

1. Request that Yardmasters be Allowed 30 Minutes for Lunch between four and five Hours after starting Work, without Deduction in Pay—There is no present rule for yardmasters and it appears that they regulate their own time and lunch period for which there is no pay deduction. Apparently some leave their office and take lunch when they find it convenient, and others carry their lunch and eat it at their desk.

The difficulty seems to be to provide relief for the yardmaster if the proposal were adopted.

The proposal sounds reasonable, but no one with any practical experience was produced to inform the Board why the rule was required or just how it would operate. For all we know the proposed rule might require a relief yardmaster to be called out solely for the 30 minute period involved.

No real effort was made to inform this Board of what really was involved in this proposal and accordingly it is not recommended.

2. Yardmasters will not be Required nor Permitted to Perform Yardmen's Work such as Giving Signals, Throwing Switches, Pulling Pins or Flagging—The Yardmaster is a supervisor and should be able to demonstrate how things should be done and to do such things if he so desires, or if it may be required to expedite the work.

This proposal is not recommended.

3. Request a Rule that All Work Instructions given to a Yard Crew must be given to the Foreman by a Yardmaster—In many yards there are no yardmasters. In any event this proposal is considered to be unduly restrictive.

This proposal is not recommended.

III—Supplementary Notices—Road Service

Only those proposals not dealt with in I or II above are here referred to.

1. Request a Rule to Limit Freight Trains to 100 Cars—The Brotherhood has failed to satisfy this Board that there are reasonable grounds to support this request.

It is noted that Quebec North Shore and Labrador Railway is operating heavy ore trains of 125 cars and more with a crew of only one brakeman, who rides in the cab of the diesel locomotive, one conductor in the caboose, and one engineer. The Company claimed that these operations were quite satisfactory and this was not denied.

This proposal is not recommended.

2. Request a Rule to Provide that a Crew that Leaves the Terminal in one Class of Service, and arrives back at another Yard in the Terminal in the same or another Class of Service, will be under Pay until the Crew is Returned to the Yard from Which Ordered—The Company states that the occurrences complained of are infrequent and exist only at the larger terminals such as Montreal, Toronto and Winnipeg. It appears that local arrangements are in effect in most places to provide the transportation required.

Due to variation in conditions from place to place it would probably be better to deal with the matter on a local basis than by any rule which would apply on a system basis.

This matter is referred back to the parties to deal with in direct negotiations.

3. A Request that Baggagemen handling Post Office Mail, will be paid Difference of 46 cents per Day for each Unit of 63 Sacks or Major Portion thereof handled during the Trip or Day's Work, in Addition to other Payment for the Trip. (Atlantic and Central Region only.)—At present a baggageman is paid a higher rate than a brakeman and this rate includes the handling of Post Office mail, but where the baggageman handles more than 63 sacks or parcels, an additional differential of 46 cents per day is allowed.

The Brotherhood referred specifically to three instances when very large quantities of mail were handled and the Company reply as to these cases is set out below:

1. On September 11, 1961, train No. 19 leaving Montreal handled 1,076 sacks of mail. The Baggageman was paid $30.59 for the trip. Had he been paid 46 cents for each unit of 63 sacks, he would have received an extra $7.82 for a total of $38.41 or $3.84 per hour for the 10 hours, five minutes on duty.

2. "On September 26, on train No. 18 leaving Toronto, there were 2,131 bags of mail. The baggageman was paid $31.03 for the trip. Under the Brotherhood proposal, he would have been paid $20.79 additional for a total of $51.82 for the trip or $4.71 per hour for the 11 hours on duty."

3. "On September 27, on train No. 19, there were 1,306 bags of mail. The baggageman was paid $30.50 for the trip. Had he been paid as proposed he would have received $12.60 in addition, for a total for the trip of $43.10 or $4.30 per hour for the 10 hours, 5 minutes on duty."

The Company claimed that the baggageman was not required to handle the loading and unloading of this mail by himself, as in most instances, postal department employees do the loading and unloading and the baggageman merely assists with such work. But at smaller stations, the members of the station staff render assistance.

It is noted that in each of the three instances referred to above, the baggageman was paid approximately $3.00 per hour which the Company claims is 80 cents per hour more than it pays to skilled railroad mechanics who serve a five year apprenticeship.

This Board considers that the baggageman is presently adequately compensated for the work involved in handling mail under the existing differential.

Accordingly, this Board does not recommend the adoption of this proposal.

4. Request that Article 71 be Amended to Provide a Penalty for Trainmen who Fail to Comply with the Mileage Regulations—This proposal has been fully dealt with in Chapter III under the heading Mileage Limitations.

5. Request an Understanding that the Word "Uniforms" in Article 89, will be Understood to Include Overcoats—Article 89 of the Eastern Agreement obliges the railroad to supply uniforms free of cost to trainmen who are required to wear them and who are those regularly assigned in passenger service.

There is no Company requirement for a standard type of overcoat and consequently the employee wears an overcoat or a parka as he prefers.

This Board considers that there should be no obligation upon the Company to supply overcoats when the Company does not prescribe a standard overcoat but leaves it open to the employee as to what type he prefers to wear.

This proposal is not recommended.

6. Guarantee for Road Switcher Crews under 30 miles, to be Exclusive of Overtime—At present the road switcher crews are paid a differential of $2.20 per day in excess of the basic daily way freight rate. The basic way freight rate is $15.14 per day for a conductor and $13.18 for a brakeman. Thus the road switcher crew is paid $17.34 per day for conductors and $15.38 per day for brakemen.

In addition to this, the road switcher crew, if regularly assigned to road switcher service, is guaranteed 2,600 miles per month at road switcher rates.

Translated into money this means that the regularly assigned road switcher crew is guaranteed a monthly payment of $450.84 for the conductor and $399.88 for the brakeman.

The Brotherhood proposal would require the Company to ignore any earnings by way of overtime and to exclude all overtime earnings when computing total monthly earnings to decide whether or not any guarantee was payable.

It is considered that this proposal runs contrary to the whole purpose of a guarantee, that, normally, is to ensure a minimum level of earnings per month, and to provide that, if such minimum is not reached, the Company will be required to make up the difference.

But in determining whether or not such minimum level of earnings is reached, the total earnings of the employee for the month, whether by way of overtime or otherwise, should be taken into calculation.

This Brotherhood proposal is not recommended.

7. Request that New Cabooses be built according to Specifications for all Steel Cabooses Equipped with Electricity, Oil Heaters and Sanitary Facilities—This Board considers that improvements should be made as new equipment is built or renovated, and that every effort should be made, within reason, to provide new and renovated cabooses with modern lighting, heating and sanitary facilities.

This Board recommends that this issue be referred to the same joint committee which this Board has already recommended to be set up to deal with the matter of improved shelter for yard and road service.

8. Request for an Undertanding that Trainmen Cut Off the Spare Board will not be Obliged to Exercise Seniority to the Spare Board at another Terminal, except in the Case of a Shortage of Men at the other Terminal—This proposal would permit employees to have the option of exercising seniority or not doing so and appears to be contrary to the principles governing the exercise of seniority in Eastern Canada.

In any event, the implications of this proposal were not explained by the Brotherhood, and consequently this Board refrains from recommending the proposal.

9. Request an Agreement that Pay Cheques be available 24 Hours a Day for Trainmen Departing or Arriving outside of Office Hours—The Brotherhood has failed to satisfy this Board that this proposal is warranted and so the Board does not recommend its adoption.

10. Request that Freight Crews that Cross the International Boundary en route be allowed an Arbitrary of 25 Miles each way to Compensate for the Additional Work Involved—This Board agrees with the Company that this proposal almost suggests that *any* work en route must be paid for over and above normal earnings.

There appears to be little justification for the contention that opening and closing doors when passing through customs justifies additional payment. The Company states that the forms for presentation to customs are filled out en route and are merely a part of the conductor's duties.

The Board does not see fit to recommend this proposal.

11. Request that Article 4 (a) be Amended by Deleting all Reference to Nine Consecutive Hours—The Company reply to this proposal was that the "eight within nine" rule is a standard rule for running trades in short turn-around passenger service and the trainmen's rule is even more generous than that applying to locomotive engineers. This statement by the Company was not denied by the Brotherhood.

As the Brotherhood has failed to satisfy this Board that this proposal is reasonable, this Board does not see fit to recommend it.

12. Request a Rule to Provide Through Freight Rates for Crews Deadheading on Passenger Trains before or after a Trip in connection with Through Caboose Operation—The matter of deadheading has already been dealt with in Chapter IV.

B—Western Canada

I—Supplementary Notices—Yard

Only those proposals not dealt with above in A—Eastern Canada—Supplementary Notices—Yard are referred to here.

1. A Rule to Provide that Every Second Thursday will be Recognized as the Official Pay Day; Men whose Assigned Days Off fall on the Recognized Pay Day and the day prior, will receive Pay Cheques on Completion of shift prior to commencing days off—No similar request is made for yardmen in Eastern Canada. This proposal would require a change from 24 pay days per year to 26 pay days per year, which is quite impractical unless the change were made uniform for all employees.

Several years ago, the non-operating employees made a similar proposal and the railroad offered to make the change provided all employees, including the running trades, were to be treated alike. The non-operating group withdrew the request and has not since renewed it.

This Board considers this proposal, limited as it is to a part only of one group of employees, to be impracticable and does not see fit to recommend its adoption.

2. Forty-eight Hours Prior Notice in Writing will be Required before a Yard Assignment can be Cancelled—There is no similar proposal for yard service in Eastern Canada.

The Company stated that it tries in every instance to give sufficient advance notice of the cancellation of yard assignment but that it is not always possible or feasible to give 48 hours notice in advance. The rule is 24 to 48 hours notice of cancellation and cancellations at as little as two hours advance notice are a rare and infrequent occurrence.

The Brotherhood provided no examples of hardship or abuse by the Company and therefore has failed to satisfy this Board that the proposed rule is necessary.

For this reason, no recommendation is made for adoption of the proposed rule.

II—Supplementary Notices—Road Service (Western Canada)

1. A Designated Switch for All Crews in All Classes of Freight Service (Terminal Time Rule)—Under Western rules, governing both conductors and trainmen, terminal time is not paid unless there is some delay in yarding the train. See Conductors' Rule 59 and Trainmen's Rule 67 in the Western Agreements, both of which read as follows:

> "It is understood that at terminals other than those specified above, when a train can head into a clear track, or pull ahead and back into a clear track, and get engine away without delay, terminal time will not apply."

When delay in yarding the train occurs, terminal time is paid from the time of arrival at the outer switch until released from duty.

The Brotherhood proposal would require the Company to pay for terminal time in every case, that is, even where no delay occurs. The Brotherhood made no serious attempt to make a case for this proposed revision of the existing rules, that might prove to be an item of considerable cost to the Company.

Consequently, this Board does not see fit to recommend the adoption of this proposal.

2. A Rule to Provide a Conversion to Reduce Monthly Mileage with the Same Take-home Pay as Rates in Effect—There is no similar proposal for road service in Eastern Canada. The matter of mileage limitations has already been dealt with in Chapter III.

This Board sees little merit in recommending a conversion factor so that, in addition to mileage being limited to accomplish the Brotherhood objective of "spreading the work," the Company would also be obligated to pay more money for less work.

This proposal is not recommended.

3. A Rule requiring Excessive Layover Payment to be Applicable to All Classes of Service—There is no similar proposal for

road service for Eastern Canada. At present, excessive layover payment is made only to trainmen in unassigned service due to the irregularities of such service.

As the Brotherhood has failed to satisfy this Board that there is any reasonable ground to warrant the extension of such payments to assigned service, this Board does not see fit to recommend the adoption of this proposal.

CHAPTER VI—WAGES

The Brotherhood proposes that "all wage rates, however established, applicable to miles, hours, overtime, arbitrary and special allowances; including car step-up rates, be increased eighteen (18) per cent effective June 1, 1961."

This proposal is, of course, Brotherhood proposal No. 1 and covers all employees represented by the Brotherhood. The Brotherhood supports this proposal on two grounds, viz.:

1. That the rates of pay of CNR trainmen and yardmen have lagged far behind the increase in the productivity of their labour, which may be referred to by the short title of "Productivity."
2. That the rates of pay of CNR trainmen have lagged far behind the trends in wage rates in other major sections of the Canadian economy, which may be referred to by the short title of "Restoration of Wage Differentials."

These two headings will be dealt with below in the above order.

I. Productivity

The Brotherhood produced tables to establish that there has been a decided increase in productivity on the railways since 1939, to wit:

1. Revenue ton-miles per man-hour worked by freight service trainmen has almost doubled between 1939 and 1960 including an 85 per cent rise since 1949.
2. The over-all picture in road service showed a rise of 100 per cent in revenue traffic units per man-hour worked by all road trainmen between 1939 and 1960 with an increase of 80 per cent since 1949.
3. For all categories of train and yard service combined, there had been an increase of close to 70 per cent in gross ton-miles per man-hour since 1939 and 72 per cent since 1949.

Then the Brotherhood proceeded to demonstrate that the increase in *real* average hourly basic rates (taking into account the increases in cost of living) and daily basic rates of freight service, of road service and of combined road and yard service had not kept pace with the increase in productivity but had fallen well behind.

Also, if real average hourly *earnings* instead of rates were used in comparison with the increase in productivity, the result was the same but not nearly so pronounced.

In the view of the Board Chairman this approach is not a valid one for the following reasons:

1. a. Productivity is the result of a combination of many factors including the kind and type of equipment used, the method or methods of production employed, the efficiency and experience of management, the degree of mechanization of the productive process, the adaptability of the industry to technological improvements and the degree to which they are used, the ability or willingness of management to make large capital investments for improvements, and, of course, the skill, ability and efforts of the employees.

   b. This is well illustrated by the fact that it would be quite possible for output per man hour to increase due to mechanical and technological improvements while the actual productivity of the labour input greatly decreased—as for example is the case with firemen on diesel locomotives as compared with steam locomotives.

   c. Thus to correctly estimate what share of increased productivity is due to labour one would have to undertake a most intensive investigation in the course of which it would be necessary to determine what share of the increased production could fairly be allotted to *all* the major factors including labour.

   d. During such an investigation, close attention would have to be paid to any increase in capital investment, as generally such increases are made with a view to expediting production and increasing productivity and as a rule effect that result.

   e. In this respect it is noted that between 1950 and 1960 gross capital expenditures by the CNR amounted to $1,900,000,000, which would doubtless include the cost of replacement of steam locomotives with diesel electric motive power and the attendant changes in servicing facilities, improvement of road beds, centralized traffic control, improvements in rolling stock and other equipment, building of hump yards, etc.

   f. It would indeed be surprising if a capital investment of this size would not have a very substantial effect in increasing productivity without calling for any extra effort whatever on the part of the employees.

   g. Many of the improvements due to this enormous capital investment would have the effect of reducing the strain and fatigue imposed by railroading upon the employees, but on the other hand, in certain respects the responsibility may have been increased.

2. The unit of output used by the Brotherhood, the revenue ton-mile, referred to in (1) above does not take into account changes in traffic mix—e.g., whether the goods carried

constitute bulk freight or package freight, which differ greatly both in revenue yield and in the labour component per ton-mile unit.

3. Also, the revenue ton-mile is a physical unit and even if it were an accurate indicator of the labour output in moving the goods, it does not reflect the value of the output or the profitability to the Company.

4. Demands of the employees to share an increased productivity are based upon the desire to participate in the benefits flowing from increased productivity, viz., increased profits.

5. But unfortunately in this particular case, Canadian National Railways has since 1946 piled up an accumulated deficit of $302,500,000.

6. Even if an accurate method were devised of establishing what degree of increased productivity was due to the contribution of labour, that would only be half the battle, because productivity is only one of the several factors which may be taken into account in examining wage structures.

7. These other factors include the nature of the work performed, the levels of skill, training, ability and education required, the nature and degree of responsibility exercised, any special drawbacks or occupational hazards involved and so on.

For the above reasons, this Board is not impressed with the Brotherhood support of the 18 per cent wage increase based upon the productivity factor.

II—Restoration of Wage Differentials

The Brotherhood position in this respect is here set out in its own words, but separated, for convenience of reference, into four parts, as follows:

1. It is the position of the Brotherhood that the *relative position* of the wage rates of the employees, here represented vis-a-vis those of wage earners in the other sectors of the Canadian economy has deteriorated drastically since the prewar period and in the postwar period as well.

2. The Brotherhood submits that this deterioration imposes a grave injustice on the employees it represents, and should be corrected.

3. The former relative positions of the wages of these employees properly reflected the skills, responsibilities, hazards, inconveniences and away-from-home expenses associated with the work of train and yard service employees of Canadian National Railways.

4. The Brotherhood submits that these factors have not materially altered in recent years, and that the pre-existing differentials, based on these factors, should be restored.

Observations as to Above Statement—These observations will be divided into four parts, as is the Brotherhood proposition set out immediately above, and under each part will be designated items (a), (b), (c) etc., for reference purposes.

1. a. Whether the deterioration in the relative position is drastic or not depends upon whether what is compared is the basic hourly rates or the average hourly earnings.

   b. In the case of yard service employees, this does not make such a difference, as their average hourly earnings, while higher than their basic hourly rate, are reasonably close to it as shown by the following table:

CNR	1961 Basic Rates Daily	1961 Basic Rates Hourly	1961 Average Hourly Earnings
Yard foreman	$18.76	$2.35	$2.59
Yard helper	17.41	2.18	2.36
Switch tender	15.07	1.88	2.01

   c. The reason for the above is that yard service employees work on a five-day week, eight-hour day basis, with time-and-one-half for overtime, similar to the generality of workers in industry at large.

   d. But the situation is quite different with the road service employee who is paid on the dual basis of pay, according to miles run or hours on duty, whichever produces the most pay. Thus in freight service a run of 100 miles produces pay for a basic day even though it may only take two to five hours to run that distance.

   e. Consequently, the average hourly earnings of the road service employee are vastly different from his basic hourly rate of pay as is shown in the table following:

	Basic Hourly Rate 1939	1946	1961	*Average Hourly Earnings* 1939	1946	1961
Conductor, Passenger	$0.84	$1.08	$1.91	$1.31	$1.49	$3.42
Conductor, Through Freight	0.77	1.01	1.80			
Conductor, Way Freight	0.84	1.07	1.89	→ 1.09	1.28	3.21
Baggageman, Passenger	0.61	0.85	1.59			
Flagmen and Brakemen, Passenger	0.59	0.83	1.56	→ 0.97	1.16	2.81
Flagmen and Brakemen, Through Freight	0.61	0.84	1.58			
Flagmen and Brakemen, Way Freight	0.66	0.89	1.65	→ 0.86	1.07	2.77

2. a. In respect to the allegation that a grave injustice has occurred, it might be said that the year 1939 is 23 years ago and that if a comparison is to be made as to relative position of trainmen vis-a-vis wage earners in other sections of the Canadian economy, then the year 1946 would seem appropriate.

b. If the year 1946 is selected for comparison purposes, and it is probably just as relevant as any other year, then it appears that the relative position of a freight trainman on Canadian railways in 1961 has *improved* in comparison to 1946 to a degree which is slightly better than the relative improvement in the average hourly earnings in industry generally, as is evidenced by the table which follows:

	Average Hourly Earnings 1946 (Column I)	1961 (Column II)	*% Increase* From 1946 to 1961
Durable Goods Manufacturing			
Male Wage Earners (a)	$0.798	$2.036	255
Canadian Railways			
Freight Trainmen (b)	1.13	2.941	260

(a) Brotherhood Main Brief: Restoration of Wage Differentials, Table XI.
(b) Brotherhood Main Brief: Productivity, Table IV, quoting DBS: Railway Transport.

c. It is not suggested that the same result would follow with respect to all yard service or all services combined or even with respect to all road service, but what is suggested is that since 1946 the relative position of trainmen generally has not *drastically* declined compared to industry generally.

d. Another factor for consideration is that, included in the figures for industry in general, are the relatively inflated earnings of employees in such industries such as primary iron and steel, motor vehicles, smelting and refining that have been, generally speaking, exceptionally prosperous since 1946 and until very recently have seemed to have had little difficulty in increasing the price of their products to keep pace with substantial wage increases.

3. The third proposition advanced by the Brotherhood is as follows: "The former relative position of the wages of these employees properly reflected the skills, responsibilities, hazards, inconveniences and away-from-home expenses associated with the work of train and yard service employees of Canadian National Railways."

The Brotherhood did not attempt to support this bald and startling statement with one iota of evidence, if any such were available, which is highly doubtful.

In fact it is very difficult to believe that the Brotherhood seriously intended this Board to accept this proposition at its face value.

In the first place, two years were selected for comparison purposes, viz., 1939 and 1946, and no attempt was made to show that in either year, the relationships in respect to wages, of the various groups of workers referred to, were ideally constituted or related to each other upon such a meritorious basis that the relationships at these particular times should be perpetuated for ever. In fact, even if such an ideal situation did at one time exist, which is almost impossible to believe, there is no assurance whatever that it could be continued.

The economy of this country is not a static thing—it is constantly growing and changing, and in the process, the relative positions of various groups of employees, and indeed employers also, is subject to continual alterations and modifications. The enormous demand for the products of industry during World War II initiated a great increase in manufacturing in Canada, and after the conclusion of hostilities, the tremendous backlog of demand for consumer goods laid the foundation for greatly increased industrial activity.

As this created a wide field for the organization of industrial workers, it was only natural that the industrial unions would use their best endeavours to raise wages and eliminate what to them appeared to be the unjustifiable gap between wages in industry generally and in railroading.

But these efforts by the industrial unions to increase wages in heavy and light industry and various other fields were certainly not detrimental to the interests of railroad employees, because even if the "differential" was narrowed, this was, in the nature of things bound to come, and in spite of the narrowing of the differential the size of the actual wage increases obtained in industry generally, in an endeavour to close the "gap," still was of assistance to the railroad employees in obtaining the actual increases which were gained since 1946.

The foregoing statement is illustrated by the following figures as to settlements between this Brotherhood and the Canadian National Railways since 1946:

June	1/46	10¢ per hour
Jan.	1/48	Increased vacation for mileage and daily rated employees
March	1/48	17¢ per hour
Dec.	1/50	14½¢ per hour
April	1/52	12% (15.4¢ per hour)
Oct.	1/53	5-day week for yard employees
Feb.	1/54	1% increase to conductors only
April	1/55	Increased vacation with pay
April	1/56	7% (deemed to include $4.25 per month in lieu of Health and Welfare)
June	1/57	5%

Car step-up for longer trains

June	1/58	2.3%	Wage increases applied to previous rates after removing 1% from previous 12% increase.
Feb.	16/59	3.0%	
Sept.	1/59	3.0%	
June	1/60	1.5%	

The above figures suggest two conclusions:

i. The wage increases obtained by these employees from 1946 to date have been quite substantial and appear to be such as would be greater than those granted generally in industry in Canada, and probably as high as the increases granted to the top segment of the manufacturing industry.

ii. The flat across-the-board increases, if they were the same as those granted to the leaders of the industrial group, would tend to narrow the differential between them and the railroad group.

4. To restore the pre-existing differentials at this late date would, from a practical point of view, appear to be impossible because:

a. It would saddle this Board with the task of trying to "undo" all the previous settlements negotiated between this Brotherhood and this railroad since 1946.

b. It would in effect be asking this Board to overrule the recommendations by the experienced Chairmen and the members of every Conciliation Board that since 1946 has dealt with the matter.

c. It would be asking this Board in effect to make a finding that, when the previous settlements since 1946 were made, this Brotherhood did not understand what it was doing or that it was acting under the pressure of such adverse economic circumstances that it had no alternative but to accept wage increases which were utterly inadequate.

Accordingly, this Board has come to the conclusion that there is no real justification for the restoration of the wage differentials that existed in favour of this Brotherhood in the year 1939 or in the year 1946, or indeed in any other year.

The Last Settlement with the Non-operating Employees—As the pattern of wage settlements for many years has been the same in respect to the various running trades and has closely paralleled the settlements arrived at with the non-operating group of employees, it might be thought that the last settlement with the non-operating group should be closely scrutinized.

The last settlement with the non-operating group was made on the basis of an eight per cent increase for a two-year contract, which were the figures recommended by the Milvain Conciliation Board Report filed in August 1960.

The renewal agreement with the non-operating group was for two years from January 1, 1960, expiring December 31, 1961, and the wage increases were as follows: two cents effective January 1, 1960; 5 cents effective September 1, 1960; and four per cent effective May 1, 1960 (based on rates in effect December 31, 1959).

The total wage increase was eight per cent or 14 cents for the two-year agreement.

It might be thought that this figure of eight per cent would represent a minimum figure for a settlement in the case of the dispute before this Board. However, this is an erroneous conclusion, as is indicated by the following observations:

1. The Milvain Board was dealing in *August 1960* with a renewal of the non-operating agreements that had expired December 31, 1959.

2. This Board is dealing *now* with a renewal of the B of RT agreements that expired May 31, 1961, some 17 months later.

3. Generally speaking the economic situation in Canada was considerably different in August 1960 than it is in March 1962.

4. Also, the general pattern of wage settlements today is less generous than in August 1960.

5. The formula used by the Milvain Conciliation Board was based on the assumption that the durable goods employees' average hourly earnings would increase by the same rate of 7.9 per cent during the two-year period commencing January 1, 1960, as they did during the previous two-year period.

6. This formula produced 14 cents per hour for a two-year agreement and was designed to prevent any widening of the differential between the average earnings for durable goods manufacturing and the non-operating group by bringing the latter to $1.907 per hour.

7. But the projection into the future made by the Milvain Report for the future earnings of the durable goods manufacturing group was of necessity based upon past experience, and actual experience since August 1960 has demonstrated that it was too high, as it did not allow for the "slow-down" which in fact did occur.

8. As of July 1961 the Milvain projection was approximately 7½ cents per hour too high.

9. In any event, the Milvain Report covered the period of January 1, 1960 to December 31, 1961, with respect to the non-operating group and as far as the B of RT is concerned all of this period of two years was covered by agreements expiring on May 31, 1961, except for the last seven months.

10. Thus the period this Board is concerned with commences June 1, 1961, and has no real relation to the period dealt with by the Milvain Report except for an overlap of some seven months, viz., June 1, 1961 to December 31, 1961.

11. An additional consideration is that for the first time in many years, the running trades are, so to speak, "breaking the trail" as their agreements have expired before the expiry of the non-operating agreements, due to the fact that they signed three-year agreements in 1958 instead of two-year agreements as did the non-operating group.

For the above reasons it is not considered that the Milvain Report figures of eight per cent for two years establishes any minimum figure for the settlement of dispute before this Board.

Earnings of Trainmen—It is of some relevance to consider briefly the earnings of the members of the bargaining unit represented by this Brotherhood.

The figures shown below are taken from the actual T-4 slips of employees who received compensation in 24 pay periods in the year 1960 and consequently show actual earnings of employees who received some pay at least twice per month all year.

Thus the figures below do not show the earnings of those who may have worked for part of the year only, due to various causes such as being hired, retired, discharged, laid off or off sick during the year.

	1960
1. Conductors, Passenger and Freight	
64.4% earned more than	$6,500
83.9% earned more than	6,000
94.7% earned more than	5,500
2. Brakemen and Baggagemen, Passenger and Freight	
66.1% earned more than	5,500
82.8% earned more than	5,000
94.8% earned more than	4,500
3. Yardmasters	
86.5% earned more than	5,500
94.7% earned more than	5,000
4. Yard Foremen and Helpers	
71.5% earned more than	4,500
91.6% earned more than	4,000

Note:
1. Generally speaking, conductors' earnings are approximately $1,000 more than those of brakemen.
2. Generally speaking, brakemen's earnings are approximately $1,000 more than the average of yard foremen and yard helpers.
3. Generally speaking, yardmasters' earnings are about half way between those of conductors and brakemen.

Average Industrial Settlements— The figures for the average general wage increases in Canada in 1961 are not available to this Board.

However, a review of 345 collective agreements covering 117,519 hourly-rated employees of manufacturing companies located in Ontario has revealed that 246 agreements provided for general wage increases averaging 5.9 cents per hour to 75,658 hourly rates works in 1961. (Source: Central Ontario Industrial Relations Institute: *Collective Bargaining 1961.*)

This, of course, is only a partial survey, but it is considered by this Board to be fairly typical of the Province of Ontario in respect to employees in manufacturing represented by industrial unions. As Ontario is a highly industrialized province it is considered that the average for the whole of Canada would in all probability be less than the Ontario figure.

The Board Chairman has some reason to believe that the national average figure is below five cents per hour for 1961, but authority for this statement is not available to hand at the moment of writing.

Developments in Canadian Railroad Industry—Any Conciliation Board dealing with a dispute of this nature would, as a matter of course, have to give serious consideration to any recent developments in the railroad industry in Canada as to contract settlements.

These developments are briefly dealt with in order below in numbered paragraphs:

1. The Anderson Conciliation Board has recently dealt with two disputes between the Brotherhood of Locomotive Engineers (BLE) and the Canadian National Railways and Canadian Pacific Railway.

2. In each case the wage settlement recommended was for 6½ per cent for a three-year renewal.

3. Following the release of the Anderson Report, the engineers (BLE) took a strike vote and after an affirmative vote set strike deadlines of April 2 and 3 respectively.

4. Quite recently the engineers (BLE) settled with the Canadian National Railways for the Anderson Report figure of 6½ per cent as to wages for a three-year contract but with changes in the "phasing" of the last 4½ per cent.

5. This Board understands that the engineers (BLE) have also settled with the Canadian Pacific Railway upon the same basis as to wages (i.e. 6½ per cent increase spread over three years) as the Canadian National settlement.

6. Before the engineers (BLE) settlement referred to above, the firemen (BFL & E) had settled with the Canadian National Railways for 6½ per cent for passenger firemen and Newfoundland engineers, and 4 per cent for freight and yard firemen for a three-year agreement.

Views of Board Chairman—Industrial settlements during 1961 in general were of a moderate nature, and with few exceptions, the trend seems to be continuing as, for example, the recent suggestion of a settlement in the steel industry in the United States for no general wage increase and 10 cents per hour in fringe benefits for a two-year contract. Note: Since the foregoing was written the new two-year contract has been approved, granting an estimated 10 cents per hour in fringe benefits, with no wage increase in the first year, but with a re-opener as to wage rates, pensions and insurance upon 90 days notice served after April 30, 1963.

There is nothing in the railroad situation to suggest that the railroad industry should be any exception to the general rule, and indeed, present prospects suggest that the railroads can expect an increase in the intensity of competition for the transportation dollar in the near future.

The recent settlements in the railroad industry are of prime importance and go a

long way toward establishing a "pattern" for wage settlements in the industry. Especially is this so in the case of the Brotherhood of Locomotive Engineers, as they were under no such disability as affected the Firemen (BLF & E) who had to bargain for a large group (firemen on freight and yard engines), who had been ruled to be "surplus" by the Kellock Royal Commission.

It can be argued of course that the 6½ per cent settlement to the engineers means more money than 6½ per cent to the trainmen, and consequently that the trainmen should get a larger percentage figure.

The short answer to this argument is that this same argument has failed to prevail for the last 23 years because, since 1939, the running trades (BLE, BLF & E and B of RT) generally have accepted settlements of their agreements for the same wage increases, whether the increase happened to be in cents per hour or percentages.

When the settlements were on a percentage basis, then of course the higher paid employees gained, relatively speaking, but when the settlements were on a cents-per-hour figure, the lower paid groups gained, relatively speaking.

It is very late in the day to suggest that this established pattern should now be changed after having been in effect for some eight wage movements over a period of some 23 years.

In addition to the above, the engineers in the recently concluded settlement suffered a loss or reduction in arbitrary payments that resulted in substantially reducing the take-home pay of various locomotive engineers.

No such losses are involved for the members of this Brotherhood in the current dispute.

Recommendation—For the reasons outlined above, this Board recommends that the following general wage increases be implemented for a renewal of the agreements between the Canadian National Railways and the Brotherhood of Railroad Trainmen for a three-year period commencing June 1, 1961, and runnning to and including May 31, 1964:

1. Effective June 1, 1961, a general wage increase of one per cent (1%).
2. Effective December 1, 1961, an additional general wage increase of one per cent (1%).
3. Effective first pay period following the date of signing of the renewal agreements, an additional one and one-half per cent (1½%).
4. Effective December 1, 1962, an additional one and one-half per cent (1½%).
5. Effective December 1, 1963, an additional one and one-half per cent (1½%).

The above recommended wage increases are all to be based upon the basic rates of pay and arbitraries (not including car step-up rates, territorial differentials or car retarder operator's rate) in effect in road and yard service on the Canadian National Railways on May 31, 1961.

General Observations—This Board sincerely regrets that it was not able to fill its primary responsibility to bring the parties together in a final settlement of all matters in dispute.

Many days were spent in an intensive effort to reach a solution by way of compromise, and at times it appeared as if these attempts by way of conciliation were gaining headway, but in the end all such efforts proved to be of no avail.

There were, of course, wide differences between the parties upon the issues of proposals for the revision of various schedule rules, but these differences could probably have been solved if the Board had been successful in having the parties agree upon an acceptable formula for wage increases.

In this connection, complaint was made that the Company failed to make any offer as to wage increases but this was hardly required as the figure put forward by the Company in the engineers dispute was known to all concerned, and once the Anderson Report was released in the engineers dispute, the figure of 6½ per cent for a three-year contract was clearly available.

In the view of the Board Chairman, the basic reason for the failure of the mediation efforts by this Board was the absolute rejection by the Brotherhood of the 6½ per cent figure as being a realistic one for a general increase for a three-year renewal.

Added to this was the considerable influence upon the minds of the majority of the members of the Brotherhood negotiating committee of what was considered to be the overwhelming advantage accruing to the Brotherhood because 1962 appears to be a federal election year.

The Board Chairman made every effort to emphasize the hazards implicit in this type of thinking, and the potential danger to the long-term interests of the employees that it involved, and to urge a settlement of the issues in the dispute upon their merits, but, unfortunately, without any success.

Nature of Report—Generally speaking, it is almost the invariable practice of the Chairman of this Board to refrain from writing an adjudicative type of report, because the Board report is simply a continu-

ation of the effort to mediate the issues and the report should be designed to promote a post-report settlement.

For this reason, the report should, as a general rule, confine itself to the "hard core" items and make recommendations designed to suggest a solution to the major items in dispute, leaving it to the parties to tidy up the details.

However, the dispute before this Board appears to be a special one, and this has been emphasized by the fact that both parties to this dispute have requested that the Board report should be of an adjudicative nature.

Under these circumstances, this Board would appear to have no option but to comply with these requests and write an adjudicative report.

Net Result—As the pages above will demonstrate, this has been done, and the net result, insofar as the major proposals on each side are concerned, is summarized below:

I—Brotherhood Proposals

1. Wages—6½ per cent for three-year renewal agreement of which two per cent is retroactive.
2. Vacation—four weeks after 25 years.
3. Interchangeable seniority rights—road and yard service.
4. Mileage limitations—system wide—road service.
5. Extension of Yardmasters Agreement south of St. Lawrence River.
6. Car retarder operators—in part.
7. Health and welfare—cost shared equally.

II—Company Proposals

1. Revision of Articles 140 and 102—in part.
2. Car retarder operators—in part.
3. Rotary spare board—yard service—West.
4. Monthly guarantee, passenger trainmen—East.
5. Eliminate third brakeman on freight trains over 59 cars—West.
6. Trainmen work train service released Saturday—system.

It is the view of this Board that the items listed immediately above provide a reasonable basis for post-Conciliation Board Report bargaining and that with these items on the table, the parties themselves can arrive at a reasonable solution of this dispute by negotiating whatever adjustments are required.

Conclusion—Upon behalf of the Board, the Chairman wishes to express its appreciation to the representatives of the parties for their assistance in clarifying the issues.

Upon his own behalf, the Board Chairman acknowledges the whole-hearted cooperation which he received from his colleagues upon this Board, whose considerable experience and skill in these rather specialized fields was of inestimable benefit to the Chairman.

Dated at Haileybury, Ont., the 3rd day of April, 1962.

(Sgd.) J. B. Robinson,
Chairman

(Sgd.) T. R. Meighen,
Member

(See also Addendum.)

MINORITY REPORT

I have the honour to be a member of the Board of Conciliation and Investigation appointed by you to deal with the matters in dispute between the above-cited parties, and I regret to advise you that I find it impossible to join as a party in the Majority Report that has been made to you by the Chairman and the Railway Nominee, for reasons which I will set forth below.

Notwithstanding a great many meetings of the Board, as appears in detail in the Chairman's report referred to, and very lengthy negotiations, the Board, I regret to say, has failed to bring about a settlement between the parties. The paramount reason for this failure has been the unsympathetic and unyielding attitude of the Railway Company.

You will no doubt appreciate that there are no less than seven agreements involved in this dispute affecting wages and working conditions of the Railway's employees in both yard and road service (with the exception of enginemen), employed on the Canadian National Railways system from coast to coast, in numbers approximately 10,000 men as presently employed, and also that four years have gone by since the last general revision of these collective agreements. It is accordingly to be expected that an almost infinite number of subjects for discussion would arise when the parties approached a renewal of these collective agreements under such circumstances.

There were some 16 national requests submitted by the Brotherhood covering the entire system, and in addition, a number of requests originating in and pertaining to the various railway regions. In addition, the Company submitted demands for major rule revisions.

The Problem of Wages

The chief of the national demands was, of course, with respect to wages. In its original request, the Brotherhood asked for an increase of 18 per cent applicable to all rates and arbitraries. The Brotherhood of Railroad Trainmen urged in justification of

its request for such a wage increase: (a) the marked increase in the productivity of the Railroad system; (b) the decline in the purchasing power of the Canadian dollar, or, otherwise expressed, the increase in the cost of living; and (c) the pattern of advance in wages of industry generally.

The increase in productivity of the Canadian National Railways system is very great indeed. There has been an increase of 72 per cent in gross ton-miles per man-hour in all categories of train and yard service combined, in Canada, since 1949. The average hourly real rates of all trainmen and yardmen on the Canadian National Railways have increased only thirty per cent since 1939, while productivity has increased on an overall basis by 70 per cent. Trains have become longer and heavier, and they travel faster, so that real wages have decreased per ton-mile, since 1949, by 15 per cent. In this improvement of the system's productivity, the railway labour has played a major part. The man who is now doing what it took two men to do previously is entitled to some recognition.

I have spoken of the pattern of advances in wages in industry generally. The Trainmen's representatives urged their right to the restoration of the traditionally relative position of the Brotherhood members' wage rates and earnings to those of the most comparable groups of Canadian workers in other industries, and, of course, to those of comparable groups of employees of the Railway itself.

While I am impressed with the force of the Brotherhood's arguments and am sympathetic to its case, I cannot but realize that the wage increase that would be called for on these grounds is such as to preclude the possibility of a peaceful and amicable settlement of the wage problem on that basis.

It is with reluctance, therefore, and solely in order to maintain industrial peace, that I now recommend a wage increase to the trainmen and yardmen who constitute the membership of this Brotherhood, in an amount of eight per cent across the board, being an increase exactly similar to that recently granted to the non-operating employees of the Canadian National Railways. In the light of all the postwar settlements between these parties, the Railway and its employees, the Brotherhood could not be expected to accept an increase less than that of the pattern set by the non-ops settlement, that is to say, four per cent plus four per cent, or a total of eight per cent. This is the minimum, if the Brotherhood of Railroad Trainmen is to maintain its relative position with other groups of the Company's employees, particularly with the non-operating employees.

For years there has necessarily been a certain uniformity of change in the wages of the operating and non-operating trades employed by this Railway. The Trainmen's collective agreement with the Canadian National Railways terminated on the 31st of May, 1961, and on that very date the Company gave to the non-operating employees an increase of four per cent for the period commencing the 31st of May, 1961 and ending the 31st of December, 1961, that is, until the collective agreement between the non-ops and the Canadian National Railways reached its termination.

Thus the Trainmen are entitled on this traditional basis of comparison to a similar increase, that is to say, four per cent from the 31st of May 1961 to the 31st of December 1961, or say to the 31st of May, 1962, on which date the first year closes following the termination of the Trainmen's collective agreement. This I recommend, together with a further four per cent for the succeeding yearly period, being an eight per cent advance spread over a two-year collective agreement.

During the many months in which this Board of Conciliation was in session, the Railway management made no wage offer of any kind, and it is now in a position accordingly to accept this moderate recommendation. No lesser amount will allay the growing dissatisfaction and discontent among this, the larget group of its operating employees.

The dispute between the Canadian National Railways and the non-ops was heard by the Milvain Conciliation Board, and in its submission the Railway management itself made this significant statement:

"6. The running trades or operating employees are those actually engaged in running the trains—enginemen, firemen, conductors, trainmen and yard switchmen. They represent 17 per cent of the total employees, and both their conditions of employment and basis of pay, for the most part, differ substantially from those generally applicable to non-operating employees. Notwithstanding these differences, however, *it has been customary to negotiate settlements closely paralleling the settlements made with the pattern-setting non-operating group*".

"7. The most recent settlements made with the running trades resulted in three-year agreements with these employees on Canadian National, while on Canadian Pacific the duration of the agreements varied from two and a half to three years. Due to changes in certain provisions of the agreements affecting compensation, the amount of wage increases received by engineers, firemen, trainmen and yardmen were not uniform throughout the agreements *but generally they parallel the pat-*

tern set by the non-operating employees of a three-stage increase amounting to four cents, three per cent and three per cent plus a further increase of 1.5 per cent for the additional period of the agreement beyond two years." (Page 2 emphasis added.)

In view of the above statement, the Company is not now in a position to brush aside as non-applicable the comparison that I have stated, between the advances granted to the non-operating group and the increase that I recommend to the Trainmen.

That the Canadian National Railways management has anticipated a demand for an increase in wages by the operating employees affected by this dispute, is clear from the statement made by management to the Milvain Conciliation Board, as follows:

"18. While, as has been said earlier, the wages and working conditions of the running trades employees differ materially from those of the employees represented here, it can only be anticipated that as in the past, they would endeavour, at the expiration of their present agreements, to negotiate settlements at least generally equivalent in cost to any made for the employees represented here."

Those represented here were, of course, the non-operating employees, and management was frank in anticipating demands from the running trades employees for settlements "at least generally equivalent in cost," to those accorded the non-operating employees. The expectations of the men, and their bargaining objectives, are hardly likely to be inferior in cost to what the Railways themselves expected and announced in advance. Any inferior settlement, such, for instance, as that proposed in the Majority Report, will but aggravate the sense of grievance that I have seen growing over the years and would, I know, lead to serious labour unrest on the Canadian National Railways.

The maintenance of the parallel in wage increases between the operating and non-operating trades in this Railway employ is nothing new. When these same parties were before a Conciliation Board of which I was a member, in 1956, the Canadian National Railways' statment contained the following paragraph:

"31. The pattern of wage settlements has been generally the same among the various running trades from 1939 to date and has over the years closely paralleled those made with non-operating employees." (Page 7.)

And further on in its same Brief in 1956, the Canadian National Railways repeated its statement as follows:

"76. Since 1939, the running trades, including trainmen, have either bargained in concert with the non-operating group or have made settlements patterned after theirs."

In the past, the Brotherhood of Railroad Trainmen has usually led the way in the matter of wage increases, rather than following the non-ops lead, as my present recommendation would imply. This fact was clearly set forth in the Canadian National Railways presentation in 1956. In the light of past bargaining history, it would be extraordinary and highly provocative were the Trainmen expected to follow a pattern of advance set by other running trade groups, and particularly so, were that pattern to be inferior to the non-op pattern.

In the recent past, the Brotherhood of Railroad Trainmen has normally surpassed the non-ops pattern, and it has always surpassed any mere interim pattern set by another of the running trades. The Brotherhood is not now to be expected to submit to a lesser percentage of advance than that paid to the non-operating trades simply because that percentage has been accepted by a much smaller though higher paid group.

Public Has Bought Peace

It is surely sufficient to justify the wage advance that I have recommended, as the Government, at the expense of the people of Canada, has already given to the railways—on their own calculation—enough money to extend the non-ops pattern to all railway employees in Canada. The Railway Association of Canada made a statement to the Milvain Conciliation Board, that is to be found in the Railway's Exhibit No. 2, (Statement C101), showing that the cost of extending substantially equivalent settlement to *all* railway employees—non-ops, running trades and unorganized workers combined (except officers and supervisors)—amounted to $52,393,300. This would be the total cost of the non-ops settlement were it extended to all employees on both railways.

This $52-million figure is very close to the $50 million given to the railways, as a subsidy, by the Government and people of Canada. Government spokesmen may have given other reasons for the subsidy, but it is commonly accepted that the funds were meant to pay the increase recommended by the Milvain Board. Having taken the money sufficient to indemnify them for a certain level of wage increases, the railways are not now in a position to chisel on the rate and pocket the difference.

Whatever the railways' relations with the Government may be, however, my recommendation of an eight-per-cent advance spread over a two-year agreement, is thoroughly justified, and so moderate that it should be accepted without further delay by both the Brotherhood and the Railroad.

Wages Not Undue

I appreciate that top seniority men in the running trades are fairly well paid, but not extravagantly so when compared with say civil servants in equally responsible departmental positions. These well-paid senior railway men have worked their way through a long period of substandard and uncertain earnings, together with the disruption of family and social life, around-the-clock hours and frequent hardship. The public hears of the high wages, but seldom of the actual take-home pay of the lower categories, nor have the Railway managements been overly ready to supply the true information.

The Canadian Pacific has recently been unusually frank. It is surprising to learn that 9.8 per cent of all trainmen and 10.4 per cent of all yardmen earn on that railway less than $2,000 per year, and 10.6 per cent earn less than $1,000 per year; 14.7 per cent of all trainmen and 21.2 per cent of all yardmen earn less than $3,000 per year. Also, 24.7 per cent of all conductors earn less than $6,000 per year. These are Canadian Pacific Railway figures, but they will approximate closely the actual pay on the Canadian National Railways.

In the light of such facts, some railway critics may revise their thinking, and I am not surely unduly sympathetic in recommending an eight per cent increase.

Company Proposals

Demand No. 1—Switching—The negotiations opened with a demand by the railway management for the removal of all restrictions on management's authority to (a) use road crews to perform switching within switching limits; (b) supplant yardmen on work in shop or plant areas by men of other crafts, and (c) change switching limits without Brotherhood concurrence.

This is a proposal upon which the Railway insisted and to which the Brotherhood was unable to agree. At present, trainmen perform switching within yard limits which is incidental to their own trains, and, as well, without restriction in yards where yardmen are not employed, and, of course, on the road, particularly at junctions and terminals. It is only in yards within switching limits where yardmen are employed, that yardmen's rights to employment are maintained. This the Company insists on further reducing by changing the word "employed" to the words "on duty." This would of course put the two crafts entirely in the hands of management, and at its mercy, for even where yardmen are employed, the Company would have the right to choose which craft it cared to call for any particular duty, to the exclusion of the other craft.

It should be borne in mind that road and yard service are two distinct traditional crafts, though the men engaged form the membership of a single union, the Brotherhood of Railroad Trainmen. The work of both crafts consists in the movement of railway cars, but while the work is similar in some respects it is by no means identical.

The Brotherhood is convinced that, should the right of yardmen to yard work be released by the union or taken from it and the Company be empowered to use road crews in yard switching operations, and to use shop and other crafts in what is now and has been from time immemorial recognized as yardmen's work, the Company will be empowered to abolish the yardmen's craft entirely. The Brotherhood stoutly refuses to leave an important portion of its membership at the mercy of management.

The placement of yard switching limits is vital to the continued existence of the railway crafts, and undue narrowing of the limits could be fatal to the yardmen's craft and similarly an undue widening of the limits might seriously encroach upon the employment of roadmen.

An effort was made by the Board and the Brotherhood to find a compromise solution that would meet the supposed needs of the Company for greater operating flexibility, but without success, as the management was inflexible and immovable.

I take emphatic exception to the views of the Chairman and his recommendations with regard to the amending of Article 140 and Article 102, as contained in his Report [Chaper IV, under First, Second and Third Company Objectives, successively]. The Chairman admits that he was unable to suggest an amendment to Article 140, that would satisfy the Company without at the same time destroying in its entirety the protection of the yard craft. The Chairman recognized the gravity of the situation, but nevertheless recommends that the Brotherhood negotiate with the Company the actual destruction of the rule upon which the Yardmen's collective agreement is based.

Shopmen to Replace Yardmen—The second objective that the Company seeks in connection with Article 140, is contained in Chapter IV of the Majorty Report under "Second Company Objective" and reads as follows:

> "To remove any requirements, express or implied, for the employment of yardmen on work in shop or plant areas that can be performed more usefully and economically by other crafts."

The Company would, of course, be the judge as between crafts, and the immediate purpose of the rule change proposed by the Company is to give to management an unrestricted authority to transfer switching operations from yardmen to small self propelled machines manned by other crafts, and the Chairman of the Board concurs that changes in the schedule rules are required to meet the desires of the Company in connection with the operation of small self-propelled machines such as Trackmobiles and Hough Payloaders.

You must know, of course, that yardmen's duties are specifically that of switching cars in terminals. For some two years, the Brotherhood has been engaged in a dispute with the Canadian National Railways management as to the use of Trackmobiles and such machines in the switching of cars in substation for steam or diesel locomotives. Finally, the Canadian Railway Board of Adjustment No. 1 made a positive ruling, and in my opinion, correctly, that switching cars with these machines is within the jurisdiction of yardmen.

This decision is in accordance with railway law and custom continent wide. The Company was thus obliged to replace the shopmen whom it had unilaterally placed upon these machines with yardmen who had been held entitled to this work. There then arose a dispute as to the number of men per machine to be employed, a question that the Canadian Railway Board of Adjustment No. 1 had ruled was a matter for negotiations between management and the Brotherhood at the termination of the collective agreement.

When subsequent negotiations failed, the Brotherhood offered to submit the dispute to the Department of Labour for arbitration by a Conciliation Officer as to the consist of crew, but the Company insisted on returning with the question to the Canadian Railway Board of Adjustment No. 1, in the form of a renewed dispute.

The question at issue was of sufficient importance that the Board was given the assistance of a referee appointed by the Minister of Labour, and the Board and the referee at the conclusion of the hearing ruled unanimously that the crew should consist of two men, a yard foreman and a helper.

This settled the question on the highest authority, and I now find in the Majority Report that the Chairman of the Board makes the astonishing recommendation that the Brotherhood negotiate with the Company for the removal of yardmen from these machines, in order to allow shop craft employees to take over the duties normally performed by yardmen. Fortunately, the question as to employees entitled to this switching work, and the consist of the crew of these smaller machines, has been settled without assistance from the Majority Report, and is beyond the scope of this Board's jurisdiction.

In connection with the above recommendation, the Chairman of the Board expresses the opinion that precautions must be taken to insure that Trackmobiles and similar machines are not used for "normal" switching purposes while manned by shop or other craft personnel who are not yard personnel.

The Brotherhood has consistently insisted, and I think rightly so, that all switching, that is the moving of cars from one track to another, is "normal" switching, and that when this work is performed within switching limits, irrespective of the mode of power used, it is to be performed by yardmen. Indeed, were scope rules to provide that the rights and protection of the yardmen's craft were to depend on what is normal and what is abnormal switching, I would ask who will be the judge of normalcy, and what will be the criterion adopted?

By such findings as these, as appear in his report, the Chairman has eliminated any possibility of a peaceful settlement of this dispute in accordance with his recommendations.

Switching Limits, Article 102—The third objective of the Company, as mentioned above, is to obtain the right to change as it sees fit the boundaries of switching limits, unilaterally, and without any consideration whatsoever of the rights or interests of the employees affected.

The long-established rule now provides that switching limits will be changed only by negotiations between the proper officer of the Railway and the general chairman of the Brotherhood in the particular region. In the year 1951, this rule was amended at the request of the Company to provide that the concurrence of the general chairman will not be withheld when it can be shown that the changes proposed are necessary by industrial activities and territorial extension of facilities. Should the general chairman's concurrence be withheld under such circumstances, the Company may appeal to the Canadian Railway Board of Adjustment No. 1, for an authoritative ruling. There is thus machinery provided for the use of either party for the settlement of disputes.

That the Company has no real grievance in this connection was manifest in the evidence submitted to this Board that, of 43 requests made by the Company to the Brotherhood, 41 had been granted. In the two instances in which consent was withheld, the Brotherhood was of opinion that management's proposal was not justified, and in this the Company concurred, as no appeal was taken.

The real purpose of the Company in this proposal, in my opinion, is to extend its arbitrary powers and to render the Brotherhood impotent for the protection of its own two crafts. In this objective, the Majority Report offers its assistance, for it recommends [in Chapter IV, under Third Company Objective] that when the concurrence of the general chairman is unreasonably delayed for a period of 30 days, the Company may "act unilaterally to change the recognized switching limits by issuance of a bulletin," leaving it to the Brotherhood to submit the Company's action to the Board of Adjustment as "a dispute."

The Chairman actually uses the word "unilaterally," and he recommends the transferring of the burden of appeal to the Brotherhood. Such an appeal may take two or three months, or even longer to prepare, docket and obtain a decision on, while in the meantime, the Company would have successfully removed the work from one craft and given it to another craft. In actual practice, the reversing of such an action on the part of the Company would be possible only when no shadow of excuse in justification could be advanced.

It is not without significance that this rule as to the changing of switching limits, is identical on both railways, on the Canadian National and the Canadian Pacific, and it is a universal rule that the Majority Report now seeks to destroy; and there is no request before the concurrent Canadian Pacific Railway Conciliation Board in its dispute with the Brotherhood for any change in regard to the alteration of switching limits.

It is obvious that any attempt to implement recommendations for such changes in the basic railway rules as I have mentioned above would result in serious labour troubles. It would produce an impossible situation. To suggest that the Brotherhood negotiate the ruin of its yard craft is absurd. Not only do these recommendations involve the transfer of the work of the yard craft to road service employees, but there is also implied the performance by the roadmen of the work of the yardmen without additional remuneration. The roadmen are paid on a mileage basis, and when the run is completed in less than the standard mileage basis of 12½ miles per hour, the road crews would be called on to perform the additional switching operations without financial recognition.

My fellow Board Members have apparently lost sight of the fact that yardmen and roadmen hold separate and distinct seniority rights, and that their agreement of hiring with the Railway is based on these conditions, which, by the way, were established originally by the railways.

It is most unfortunate that the Majority Report of the Board makes impossible a peaceful settlement of this dispute based on its recommendations.

Rotary Spare Board—The Company proposes that a rotary spare board be substituted for the seniority spare board now in operation in Western Canada, without the consent of the Brotherhood, and in face of the fact that the "first in first out" board was recently rejected by the men on the Western line.

I note with regret that the Majority Report of the Board recommends the granting of this request in its entirety to the Company, and this without proposing to provide the rotating board on the Western lines and the existing rotating board in the Eastern divisions with a guarantee to the men for a living wage. The Brotherhood has sought to obtain for the spare men some stability of earnings, and thereby to prevent the "flooding" of the spare boards by Company representatives. In no other industry in Canada is a pool of skilled men supplied to its employer on an "if and when" basis with no guarantee whatsoever as to earnings.

While I regret the recommendation of the Majority Report as above, it is with alarm that I note that the Chairman does not see fit to include in his recommendations the two provisions to be found in the rotary spare board agreement which was in effect for a period of time on the Western lines.

The two provisions mentioned are as follows:

1. That regular yardmen have preference to overtime shifts when there are no spare yardmen available to work at straight time.
2. That positions under bulletin be filled by the senior yardmen requesting same each day until expiration of the bulletin.

The Company had agreed to these two conditions when the rotary spare board was in effect in Winnipeg on a trial basis. Apparently, the arrangement was working to the satisfaction of the Company, and

there is no reason now why the Company should resist the inclusion of these two provisions in any agreement whereby a rotary spare board is to be re-established.

Overtime and Monthly Guarantee—Passenger Trainmen—Regularly assigned passenger trainmen in Eastern Canada, who are ready for service the entire month, and do not lay off of their own accord, are guaranteed a monthly quota of paid miles, "exclusive of overtime." These men work on the basis of an eight-hour day and five-day week, and while time in excess of eight hours in excess of these limitations is considered overtime, it is paid on a straight time basis, so that management's only financial deterrent to the working of men for excessively long hours is the fact that overtime cannot be used to make up the monthly guarantee.

Now the Company has proposed that the words "exclusive of overtime" be expunged from the rule, so that overtime work may be exacted of the employees without penalty, thus abolishing the principle of the nine-hour day at any time at the option of the Company, and astonishingly, the Majority Report of the Board actually recommends that the Company's proposal be adopted.

Not only would this change deprive the Trainmen of such protection against long hours as they now enjoy, but it would also mean a drastic and direct reduction in pay to the men employed on short turnaround and commuter passenger service.

Overtime hours in industry generally are normally paid for on a premium basis, but not so in the railway industry. On this Railroad in the past, and generally in the railroads of America, the guarantee is of normal working time, but not in accordance with this majority recommendation. Were overtime included in the guarantee, men might be worked excessive hours on one day and given nothing to do on the next.

During the proceedings before the Conciliation Board, the Brotherhood demonstrated that the trend in commuter service of North American railways was towards a reduction of hours with the maintenance of take-home pay. Evidence was given of recent agreements between the New York Central, Pennsylvania and Long Island Railroad, which operates extensive commuter service, in support of statements made by the Brotherhood. It was demonstrated without a contradiction that in all such agreements the guarantees included were "exclusive of overtime." Moreover, it was shown that the work month had been reduced from 30 days to 26 days, and in one case 22 days per month, and in all cases with maintenance of take-home pay.

This Conciliation Board has failed entirely to deal with this Company proposal in accordance with the evidence submitted. It would have been more in keeping had the Board recommended a reduction in the work month with pay maintenance, rather than this drastic and uncalled-for sacrifice of the Trainmen's rights and interests.

I strongly recommend that no such change be made in the rule in question.

Third Brakeman West of Jasper—There is a rule in Western Canada that a third brakeman shall be employed on trains of 60 cars and over running west of Jasper in Alberta. In the Majority Report [in Chapter IV, Company Proposal No. 5] it is asserted that this third brakeman "serves no really useful purpose and should be eliminated." I disagree with this assertion, that is not in accordance with the evidence presented to the Board. It is further to be regretted that the Board Majority makes no suggestion of an endeavour to soften the blow to the men affected, should its recommendation be implemented, although repeated representations on these men's behalf was made by the Brotherhood representatives.

Work Train Service—Men on work trains are employed and paid on a six-day-week basis and the Company wishes to release them on Saturdays as well as on Sundays. This is to meet management's convenience for many railroad services to discontinue on Saturday. The Company wishes to establish the five-day, forty-hour week, but to do so without any conversion factor, that is to say, without maintaining take-home pay. The Company also asks that, when at management's request men work overtime, they shall continue to be paid on a straight time basis, rather than as at present time-and-one-half, and that straight time be used to fulfill the monthly guarantee. I have already discussed this latter proposal.

I seriously challenge the statement made by the Company that work trains are being operated from 13.3 to 14.25 hours per day in view of the evidence submitted by Brotherhood representatives. The Brotherhood contended that crews in work train service were being kept to a minimum and overtime was restricted; as a matter of fact, the hourly basic rate paid these men is extremely low, being $1.57 per hour in Eastern Canada.

As might be expected, the Chairman and the Company Nominee on the Board agree

with the Company and recommend that the rules be changed to permit the Company to release the Trainmen on work train service for Saturdays as well as Sundays, without pay and without the maintenance of take-home pay, contrary to what was done generally in industry and on railway systems of North America when the five-day week was introduced, and which in fact was done when that change was made applicable to this Company's men . . . employed in yard service, and as well for the non-operating employees.

I will not be a party to such a recommendation. There may be good grounds for introducing the five-day week, but in that case it should be done, as is usual, with the maintenance-of-pay provision.

Brotherhood Proposals

For the sake of brevity, and so that my report shall not become over-voluminous as is the Majority Report, I shall deal only with those matters with which I differ from my colleagues. This does not mean that I necessarily agree either in whole or in part with my colleagues of the Board on the subjects not discussed, or that I disagree with the many sound propositions made by the Brotherhood. I simply desire to be practical, and I have long held that Conciliation Board reports should lead to settlements rather than to disputes.

Statutory Holidays—The Brotherhood is asking for eight statutory holidays for trainmen and yardmen in all classes of service. Yardmen now receive seven such days, but trainmen in road service get no statutory holidays whatever.

In the Majority Report [in Chapter III, after Table A—Average Hourly Earnings] it is stated that "it may be noted here that the Department of Labour Survey figures quoted by the Brotherhood in its brief show that in 1960 in Canada, 97 per cent of all employees in railway transport, other than the running trades (who have none) received one to seven paid holidays; one per cent received eight paid holidays and two per cent received none."

In view of this evidence as to the prevalence of paid statutory holidays in the transportation industry, which is noted by the Chairman himself, one might expect the Majority Report to recommend in favour of paid statutory holidays for roadmen. In my opinion, the time has passed when operating employees of the Railway should be treated as second-class citizens and denied such social benefits as are enjoyed by the great preponderance of the Canadian people.

I am not particularly impressed with the Chairman's statement that "no operating employee on the North American Continent enjoys payment of statutory holidays." The Company is not adverse to change when it suits its purpose, and if conditions are as stated, they should be altered immediately to meet modern conditions. I recommend the granting of eight paid statutory holidays in both road and yard service, in compliance with the Brotherhood's request.

As the rules now stand, when a statutory holiday falls on a yardman's assigned day off or while he is on vacation, its benefit is lost to him. I differ with my colleagues when they state that "the Brotherhood has failed to establish that there are substantial grounds warranting a recommendation that the yardmen receive statutory holiday pay under such conditions." The non-operating employees of the Railway do not lose the holiday benefit under such conditions, nor do employees in industry generally. I recommend the adoption of the Brotherhood's request.

Booking Rest—In accordance with present day rules, men in road service may not demand lay off for rest purposes until after twelve hours in service. This work period was established many years ago when the basic day was 12 hours. The 12-hour day was succeeded by the 10-hour day some 40 years ago, and now both road and yard service on all Canadian railways have an eight-hour basic day, but the requirement 12 hours service before being entitled to book rest has persisted in the rules. In the meantime, railway operations have been speeded up; diesel-electric locomotives have superseded steam, and trains are now longer, heavier and operate at greater speed, with greater strain on the crews and increased fatigue.

However, the Majority Report is more concerned with the convenience of the Railway, apparently, than it is with the rest requirements of the men, and recommends against any change in the presently existing rules. With this recommendation, I disagree. I recommend that they have a right to book rest in both yard and road service after eight hours of continuous duty.

Interchangeable Rights—Continuing staff reductions in both yard and road service have prompted the Brotherhood to suggest that men in one service be allowed to enter the other service, placing, of course, at the bottom of the other seniority lists. The purpose of the proposal is to promote a more sustained employment for those already

working, in substitution for the present hiring of new men in one craft while men are being cut off in the other craft.

Such an arrangement would be advantageous to the Company as well as to the employees, as it would reduce the number of lay-offs, insure a more stable employment, and provide more job opportunities, while preserving seniority rights.

The Majority Report recommends the principle of interchangeable rights and suggests that the parties negotiate suitable language for the required rules.

The Brotherhood described to the Board, at considerable length and with great particularity, the basis of such a change as would be acceptable to the employees. The Brotherhood insisted that the interchangeable rights must be on a "top and bottom" basis, as opposed to a "dove-tailing" of seniority, with no retroactive rights granted to either party in either seniority group. I assume that the Board's recommendation is predicated on the above basis, and on that understanding, I join in the recommendation.

Spare Board Guarantees—Spare men who are waiting for a call to service are listed on what is known as a spare board, of which there are two kinds. One is the seniority board where men are called for work in order of seniority of service, and the other is the rotating board where men are called first in, first out. The Brotherhood has requested that men who keep themselves available for a designated period be guaranteed a minimum wage, that is to say, the equivalent of 2,000 miles per month for spare road men, and 16 days pay per month for spare yardmen.

The railroads are the only industry of which I am aware that requires men to keep themselves available for service and to wait without pay for a call. Some may hang about their telephones for a whole month with a few days of actual work, a few days pay, and nothing for all the time they have spent in the Company's service.

The Company complains that it is almost impossible to retain spare men on the seniority board basis and furthermore, that new employees of a desirable character cannot be attracted to railway employment under such conditions. Management demanded that the rotating board be established in the Prairie and Mountain Regions as it exists in all its other running trade agreements. This I am prepared to recommend, providing the Company guarantees those on the spare board the minimum remuneration mentioned above.

The current collective agreements already provide that no more conductors will be kept on the spare board than it can be reasonably expected will make a fair monthly wage, and, as to baggagemen, flagmen and brakemen, that:

> "The local officers and local chairmen will jointly regulate the spare board so that the earnings of spare men will approximate not less than equivalent of two thousand (2,000) miles per month at through freight rates."

So too, yard helpers on the spare board are to earn "not less than the equivalent of eight days per semi-monthly period at yard helpers rates."

The practice is for the Company official and the local chairman of the Brotherhood for the region in question to confer twice a month as to the number of men to remain on the spare board. The Company, as will be observed, has nothing to lose by "flooding" the board, but the greater the number of men on the rotating board the lower the bi-monthly pay will be received by the men, while actual starvation may result to the low men on the seniority board.

The Company's officials actually control the spare board and the Brotherhood representatives complain that their advice is frequently not taken. Were the spare board so regulated as to give the men the living wage required, the guarantee that the Brotherhood suggests would cost the Company nothing; and, so that the Company may so regulate the number of men on call as will meet the Railroad's requirements, the Brotherhood has offered sole charge and complete control of the Board to the Company. An assured wage to the men on call would solve the Company's difficulty in manning the board with desirable employees.

I strongly recommend the rotary board when accompanied by the proposed guarantee.

In the Majority Report of the Board [in Chapter III, under Brotherhood Proposal No. 7—Guarantees] the Chairman states:

> "The crux of the problem would seem to be the proper regulation of the number of men on the spare board, and it appears that in some locations this works out satisfactorily whereas in others it does not."

The Chairman recognizes the existence of the problem, but says that a reasonable solution should not be beyond the ingenuity and capacity of the parties. However, the Majority Report recommends against the Brotherhood's solution, and offers no solution of its own. The unsatisfactory conditions are to continue. The Company is

still to retain the power to flood the Board and to disregard the advice of the local chairman. The Majority Report fails any incentive to the Company to provide for a cure for the evil.

In my judgment, the Brotherhood's proposal of a spare board guarantee is sound, for if the Company officials regulate their boards properly, there would be no call for payment of the suggested guarantee. I recommend the Brotherhood's proposal.

Shift Differentials—The Brotherhood is asking premium pay for those employees in yard service who are required to work the evening and night shifts. Ninety-two per cent of plant employees in Canadian manufacture are paid shift differentials when they work on a shift basis.

Switching in the railway yards is hazardous under the most favourable conditions, and at night the risks and discomforts are greatly increased as men and locomotives move over the tracks in night conditions of cold and darkness. The Brotherhood is asking for an extra 10 cents per hour for those yardmen called upon to work the evening shift from 4.00 p.m. to midnight, and 15 cents per hour for those on the night or "graveyard" shift from midnight to 8.00 a.m.

The Chairman says "that at first blush" he is "sympathetically inclined towards the establishment of shift differentials for work performed on shifts other than day shift, due to the interference with family life and normal living including social and recreational activities."

The Chairman also says that the normal hours of rest are during the night time and interference with this pattern (which a night shift particularly causes) is an inconvenience for which compensation should be provided as a general rule.

The Chairman concludes that "as a matter of principle there appears to be no reason why yard service employees should not be considered for the application of shift differentials."

On reading these wise observations, it is disappointing to observe his recommendation as Chairman of the Board, for he advises that he "has somewhat reluctantly come to the conclusion that it is not appropriate that it (the Board) should recommend the institution of shift differentials at this time."

During the Board hearings, the company negotiating committee expressed grave alarm that a shift differential for yardmen should be even considered. No group in the railway industry, on the North American continent, it said, operating or non-operating, enjoys shift differentials, the committee apparently oblivious of the fact that industry on the North American continent generally does enjoy shift differential. According to the Railway negotiators, railway men are second-class citizens and not entitled to the fringe benefits enjoyed by other Canadians, because this Company's employees must not be a "first" in the railway industry.

Well, yard service employees on the Canadian Pacific Railway, as represented by the Brotherhood of Railroad Trainmen, were the first of the operating groups on the North American continent to obtain paid statutory holidays. That innovation was bitterly opposed by the railway, but since that time, yard service employees on practically every railway on the continent now enjoy this fringe benefit.

There are many reasons why yard service employees should be accorded the night shift differential, and I recommend its adoption on the Brotherhood's request.

Yardmen's Vacation Benefits—The Brotherhood requests, on behalf of its yardmen membership, a return to the former method of payment to yard service employees while on vacation, so that they shall be paid on a *per diem* basis, rather than on a percentage basis. The Brotherhood asks the revival of the Yardmen's Vacation Agreement in effect prior to 1958, amended to provide for the extended period as is in effect on the Canadian Pacific Railway. There does not seem to be any cost factor involved in this proposed change. What is asked is a return to a condition that existed prior to 1958, and to a rule identical with that in effect at the present time on the Canadian Pacific Railway.

Throughout his report, the Chairman makes continual reference to the recent Report of the Conciliation Board in connection with a dispute between the Canadian National Railways and the Brotherhood of Locomotive Engineers, under the chairmanship of Judge Anderson of Belleville, by which he seems to think he is bound, but he fails to observe the fact that the Anderson Conciliation Board of 1959 recommended the granting of this request to the yard service employees of the Canadian Pacific Railway.

I differ with my colleagues in the within matter and recommend the adoption of the Brotherhood's request.

Health and Welfare—The Brotherhood requested that the entire cost of the health and welfare plan be borne by the Railway

and that contributions by the Railway continue while an injured employee is receiving benefits from the Workmen's Compensation Act. The Majority Report recommends that 50 per cent of the cost of the health and welfare plan be borne by the Railway, thus ending the discrimination in that regard against the train and yard service employees on the Canadian National Railways as compared to that Railway's non-operating employees, and as compared with all employees on the Canadian Pacific Railway.

At present, the cost of the plan to the non-operating employees of the Canadian National Railways is $9.74 per month, as compared with $10.44 per month to the Railway's operating employees. The difference is said to be due to the higher age brackets in which the operating employees are placed. Both railways now pay 50 per cent or $4.87 per month cost of the non-operating employees, and have refused to pay a larger sum towards the costs of the operating groups, although the actual payment required is $5.22.

I join with my colleagues in recommending that the Company pay its 50 per cent of this latter amount, and, in addition, it is reported that the non-operating unions have formally requested payment of 75 per cent of the cost by the Company and 25 per cent by the employees, together with some further liberalization of benefits.

In the interests of continued harmony, the Company should give to the Brotherhood an assurance in writing that any concessions made by it in connection with the health and welfare plan to the non-operating employees will be extended immediately to the operating employees as presented by the Brotherhood of Railroad Trainmen, and I so recommend.

Conditions of Employment—The Brotherhood has asked that there be incorporated in the prospective collective agreement a clause as follows:

"No material change or alteration of conditions of employment shall be made during the currency of the contract unless mutually agreed to by both parties."

The incorporation of such a clause is made necessary by the Company's insistence on its right to make such changes and alterations in conditions of employment as it pleases, except as expressly prohibited by the agreement. The Company's contention that it has such a right is apparently sustained by a ruling of the Director of the Industrial Relations Branch of the Department of Labour in a letter to W. P. Kelly, vice-president of the Brotherhood of Railroad Trainmen, under date of May 5, 1960, which reads as follows:

"You have cited Section 15(b) of the Act, but this section provides for negotiations only 'where a party to a collective agreement has given notice under Section 13, to the other party to the agreement.' It is only after such notice to negotiate has been given pursuant to the terms of the collective agreement that an employer is prohibited from decreasing wages or altering conditions of employment. In all other circumstances, except where a change of working conditions violates the provisions of the collective agreement, an employer is not prevented by the Act from altering conditions of employment."

According to this ruling, the employer retains all the common law rights that he possessed prior to the signing of a collective agreement, except as expressly limited in the agreement, and at the same time the Act prohibits the employee from striking and so protects the employer from the exercise of the employees' economic power during the life of the collective agreement. Thus the employees are deprived of their common law rights as to conditions of employment outside the agreement, while the employer is left in full possession of all his rights.

The Director's understanding of The Industrial Relations and Disputes Investigation Act is supported in a number of arbitrations, and moreover, the Company has acted in accordance with the ruling in changing conditions of employment during the currency of the recently expired agreement on a number of occasions.

During the entire era of steam locomotion, trains have operated through single divisions and operating crews have established themselves, built houses, and maintained families at the posing terminals. These were most material conditions of employment, and collective agreements have been drawn on the basis of the continuation of this arrangement, unexpressed, but mutually understood.

The coming of the diesel with its greater speed and traction has made it possible for trains to cover two divisions on a single run. As no express provisions appeared in the collective agreement prohibiting what was not even in contemplation when the contract was signed, the Company has claimed the right to run through terminals regardless of its effect upon the working conditions of its employees, and the Company is doing so.

The practical application of the principle of so-called "residual rights" as maintained in the ruling is illustrated in an incident involving the fixing of car retarder operator rates of pay. One of the recent advances

in railroad technology has been the establishment of automatic hump yards in which an operator controls the marshalling of cars in switching yards by electronic push button methods.

This work of operation was uncontemplated when the collective agreement was drawn, and so the change in working conditions in the yards from manual switching to push button operation is not mentioned in the agreement, and the rate of pay of the operators is outside the agreement. Accordingly, the parties met to negotiate, the Company in possession of its full common law rights undiminished by the collective agreement, and the Brotherhood with its common law rights and its economic power nullified by the no-strike provision of the Labour Act; in other words, with its teeth pulled.

Since the Company is to be bound to maintain the conditions basic to the prospective agreement only to the extent that they are protected by the express terms of the agreement, the Brotherhood, in my opinion, is justified in demanding that the agreement be widened to prevent material changes in working conditions during the currency of the agreement except by mutual consent.

Such a provision need work no hardship on the Company, for it knows now what material changes it will desire to make in the course of the next two years. If the Company persists in its unfair advantage, the Government should repeal the no-strike provision in the Act as to matters outside the agreement, with conciliation provisions made applicable.

The Majority Report fails to cope with this problem, though the Chairman notes that such a problem exists. He says:

"That this is a major problem which will require the full co-operation of management and labour alike is generally recognized, but it would appear that the solution is not likely to be readily found and may require, perhaps, the attention of Parliament itself."

Parliament could, as stated previously, repeal the no-strike provision in the Act, or could amend the Act to include the provision which the Brotherhood would incorporate in the forthcoming contract, that reads as follows:

"No material change or alteration of conditions of employment shall be made during the currency of the contract unless mutually agreed to by both parties."

In proceedings before another Board of Conciliation, the Brotherhood suggested a procedure to be followed when mutual agreement is not obtainable. The Brotherhood added to the clause immediately above mentioned, the following paragraphs:

"If after negotiations, mutual agreement cannot be reached on the change or alteration of conditions of employment, the dispute shall be submitted to arbitration, and the arbitrator shall rule on the issue on the basis of the merit of the Company's request for such change and the fundamental rights of the employees.

"When the issue has been decided, the Company will then be free to make such changes as are based on the findings and recommendations of the arbitrator."

It is therefore my recommendation that the prospective contract between the parties contain the above-quoted provisions.

Regional Requests—Among the several demands of the parties, that I have refrained from discussing in this Report, is a considerable list of regional requests. These have been summarily rejected by the Chairman or referred back to the parties. While they are numerous, they all have merit, but I refrain from urging their acceptance at this time, as I am interested in bringing about the eventual settlement of this dispute and the signing of a renewal agreement.

"General Observations"

Under the above caption, in the Majority Report [near the end of Chapter VI and of the Majority Report] the Chairman seeks to attribute to the Brotherhood responsibility for his failure to achieve success in his mediation efforts. He says it was due to the "absolute rejection by the Brotherhood of the 6½ per cent figure as being a realistic one for a general increase for a three-year renewal."

The Chairman makes this statement while fully aware of the positive refusal by the Company's chief negotiator to make any wage offer whatever, prior to a submission by the Brotherhood representatives of the Company's impossible demand for a unilateral control of switching limits and of switching within limits. Neither he nor I are in a position to say what might have taken place had the Company consented to bargain, but the fact is that no such offer was ever rejected, because it was never made.

Equally untrue is the Chairman's statement, of what he presumes to read of the minds of the members of the majority of the Brotherhood's negotiating committee. He says:

"Added to this was the considerable influence upon the minds of the majority of the members of the Brotherhood negotiating committee of what was considered to be the overwhelming advantage accruing to the Brotherhood because 1962 appears to be a federal election year."

This remark by the Chairman is as unfriendly and biased against the Union negotiators as it is uncalled for and untrue. Nor do I join with the Chairman in his self-praise at the admittedly unsuccessful effort that he said he made to correct the thinking of the Union negotiators, so that the issues in dispute might be settled on their merits. This is preposterous.

According to my best recollection, this theory of an election year was first mentioned by the Chairman of the Board in referring to the position of the head of the Company's negotiating committee when he flatly refused to place any wage offer whatever on the bargaining table. Had the Brotherhood committee sought the Chairman's suggested pre-election advantage, it would certainly not have tolerated the many months of hearings or the Chairman's waste of time in fruitless mediation procedure.

The fact is that the Brotherhood Committee co-operated to the fullest extent with the Board Chairman and patiently and graciously accepted his months of interminable delay and intermittent week-end hearings to suit his convenience, although they themselves were prepared at all times for continuous sessions and for bargaining to a conclusion.

More than six months have elapsed since this Board was constituted, and in view of the fact that this election year theory is raised in the Chairman's Report, the Brotherhood may well ask whether this inordinate delay was part of a maneuver to by-pass the election year as has in fact apparently taken place.

I regret, Mr. Minister, that the Majority Report and the comments of the Chairman are such that it is impossible for me to join with them in their findings, for these recommendations, if implemented would lead to chaos. I am therefore forwarding to you my Minority dissenting report, all of which is respectfully submitted.

Faithfully yours,

(*Sgd.*) A. W. ROEBUCK,
Member.

ADDENDUM

The Chairman, His Honour Judge John B. Robinson, has set forth in the Report of the Board [in Chapter IV, Views of Board Chairman . . . Switching Limits, under First Company Objective] his views with respect to the Company objective to remove limitations in the rules that prohibit road crews from performing switching within switching limits, and states in the first paragraph thereof that he "considers that the Company has satisfied the onus resting on it to establish that it is entitled to relief from the strictness of the rigid interpretation placed by this Brotherhood upon the present wording of Article 140 of the Eastern Agreement."

With these views, I am totally in accord. I wish, however, to make it clear that although I have joined with the Chairman in a recommendation that the required revisions to Article 140 be worked out by the parties, it is my firm opinion that the simplest and most appropriate revision of Article 140 would be that proposed by the Company, namely: to substitute the words "on duty" for the word "employed" in the first paragraph of Article 140.

Similarly, although I have joined with the recommendation of the Chairman in respect of Company proposals Nos. 7 and 8, I do not subscribe in their entirety to the reasoning and views in this respect set forth in the Report, and it is my opinion that, as proposed by the Company, the word "on duty" should be substituted for the word "employed" in Articles 10 (e) and 12 (c) of the Eastern Agreement, in order to give the Company necessary relief from unwarranted restrictions.

(*Sgd.*) T. R. MEIGHEN,
Member.

Montreal, April 4, 1962.

Report of Board in Dispute between

British Columbia Towboat Owners' Association

and

Canadian Brotherhood of Railway, Transport and General Workers

The Board of Conciliation and Investigation in this matter was appointed on the 6th day of March, 1962. The matters upon which the parties did not agree were as follows:

Annual Leave
Statutory Holidays
Laid-up Ships
Crew Requirements
Working on Barges
Wages
Welfare Plan
Term of Agreement
Crews Leaving and Joining
Marine Disaster
Cargo and Boomchain Handling.

The Board held public hearings on the 2nd and 3rd days of April, 1962, to hear evidence and submissions made by the parties to the dispute. The members of the Board met on numerous occasions thereafter to consider the evidence and submissions that had been made. The parties agreed to extend the time within which the Board might submit its report to the Minister.

R. A. Mahoney, N. G. Cunningham and C. S. Cosulick appeared for the employers, and J. S. Thompson, E. G. Bjarnason and D. R. West appeared on behalf of the employees.

During April, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between British Columbia Towboat Owners' Association (Bendickson Towing Co. Ltd.; Bute Towing Ltd.; Canadian Tugboat Company Limited; Car Barge Towing Co Ltd.; Evans, Coleman and Evans Limited; Great West Towing and Salvage Ltd.; Island Tug and Barge Limited; Point Grey Towing Co.; River Towing Co. Ltd.; Stone Brothers Limited; and Vancouver Tug Boat Co. Ltd.) and Local 400 of the Canadian Brotherhood of Railway, Transport and General Workers.

The Board was under the chairmanship of Cyril White of Vancouver. He was appointed by the Minister on the joint recommendation of the other two members, T. E. H. Ellis, Q.C., and Jack Lawson, both of Vancouver, nominees of the Association and Brotherhood, respectively.

The majority report, which under the provisions of the Industrial Relations and Disputes Investigation Act constitutes the Report of the Board, was submitted by the Chairman and Mr. Ellis. The minority report was submitted by Mr. Lawson.

The majority and minority reports are reproduced here.

Where the Board's recommendations involve changes, they are so indicated under the relevant Article numbers of the agreement, the effective date of the agreement being Oct. 1, 1958 to Sept. 30, 1961, and otherwise the existing Articles shall remain in effect for the new contract, the term of which it is recommended shall be from Oct. 1, 1961 to Sept. 30, 1964, subject only to such changes that may have already been agreed upon by the parties.

Article 1, Section 16, Welfare Plan

The Board recommends that the following paragraph be added at the end of Section 16:

"A suitable industry-wide sickness, accident and life insurance plan shall be instituted as soon as possible. This plan shall be made portable within the industry, the Company to pay one-half (½) of the cost of such plan."

Article 11, Section 1, Annual Leave

The Board recommends that Section 1(c) be renumbered Section 1(d) and that Section 1(d) be renumbered Section 1(e), and that the following be inserted as Section 1(c):

"(c) Effective Jan. 1, 1962, unlicensed personnel shall be allowed three (3) calendar weeks vacation for service during their fifteenth year and succeeding years of service and shall be allowed vacation pay of six per cent (6%) of gross wages earned during each year."

Article 11, Section 2, Statutory Holidays

The Board recommends deletion of the present Section 2, and that the following be substituted therefor:

"2. All employees will be given seven (7) statutory holidays, namely: New Year's Day, Good Friday, Empire Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, if possible. If not possible and they are called upon to work on any of these days, they shall be allowed equivalent leave with pay, or be paid at the regular overtime rates in lieu thereof. If a statutory holiday falls during an employee's weekly leave or annual leave, he shall be granted an additional day off with pay (one day's pay equal to one-thirtieth of his regular monthly rate). Remembrance Day will be added in 1962 and Boxing Day in 1963.

Article 11, Section 9(h), Leave, Wage Commencement

The Board recommends that following Section 9(h), the following Subsection (h)(i) be added:

"Effective Oct. 1, 1962, Article 11, Section 9(h) shall be deleted and the following substituted therefor:

Time of Change	*Wages Earned*	*Plus Leave Earned*
For Crew Leaving Vessel Between:		
0001 and 0600K	one-quarter day	one-half day
0601 and 1200K	one-half day	one-half day
1201 and 1800K	three-quarter day	one day
1801 and 2359K	one day	one day
For Crew Joining Vessel Between:		
0000 and 0600K	one day	one day
0601 and 1159K	three-quarter day	one day
1200 and 1800K	one-half day	one-half day
1801 and 2359K	one-quarter day	one-half day

The intent of the above is that if the crew changes at 1200 noon, both crews would receive a half day's wages and a half day's leave.

Article 11, Section 15, Marine Disaster

The Board recommends that the following words be deleted from the second sentence, "required in the normal course of his duties."

Appendix "A"—Wage Rates

The Board recommends a general across-the-board increase of ten dollars ($10.00) per month for all personnel effective Oct. 1, 1962, and a general across-the-board increase to all personnel of twelve dollars ($12.00) per month, effective Oct. 1, 1963.

The parties during the hearings agreed upon "Harbour Tugs—Single Crews" and "Transportation." The other matters upon which the parties could not agree, namely "Laid-up Ships", "Crew Requirements", "Work on Barges," and "Cargo—Boom-chain Handling" the Board recommends there be no change.

All of which is respectfully submitted.

(*Sgd.*) CYRIL WHITE,
Chairman

(*Sgd.*) T. E. H. ELLIS,
Member

Dated at Vancouver, British Columbia, the 12th day of April, 1962.

MINORITY REPORT

The Board of Conciliation was appointed on the 6th day of March, 1962, and after presentations to the Board by the parties concerned and private sessions of the Board in an attempt to solve the dispute, a majority decision was rendered on the 12th day of April, 1962, over the signatures of the Chairman and the employers' nominee.

In view of the importance that this dispute and the efforts to conciliate the same have to the industry as a whole, I find myself unable to agree on certain matters with my colleagues on the Board.

Term of Agreement and Wages

The Union originally proposed a one-year agreement on the basis of a 10 per cent increase. During subsequent negotiations, the Union indicated its willingness to sign a two-year agreement with a 5 per cent increase the first year and a similar 5 per cent increase the second year. I, therefore, find myself unable to agree to the proposed three-year agreement with no increase during the first year and only a 3½ per cent increase the second year and a 4 per cent increase the third and last year of the contract.

I find myself in complete agreement with the Union's position of a two-year contract with an increase of 5 per cent the first year and 5 per cent the second year.

Laid-up Ships

On the question of "Laid-up Ships," there is no doubt, on the basis of available evidence, that the rate of pay for the work performed is far below that paid other workers for similar work in the marine industry, and would recommend that the rate be increased to $2.25 per hour.

Crew Requirements

There is no doubt in my mind that the proposal by the Union under this heading contains a lot of merit, as it is generally acknowledged that when two parties with conflicting interests can get together and discuss certain mutual problems, that the results of such conversations can be of benefit to both sides.

It is my opinion that a committee composed of representatives of both the Operators and Union, that would endeavour to solve problems, not only as they arise but also those of an abiding or long-term nature, could be of inestimable value to the industry. One of those problems could well be

that of "Crew Requirements," as I am sure that this is a problem which is of a continuing nature in this ever-changing world.

I would, therefore, recommend that a suitable committee be established to deal with this problem as outlined by the Union.

Statutory Holidays

The proposal by the Union that Remembrance Day and Boxing Day be added to the group of paid statutory holidays is a perfectly just and reasonable proposal, as the vast majority of workers in this province enjoy nine statutory holidays, and this proposal, if acted upon, would only tend to bring the working members of the Union into line with accepted conditions.

I, therefore, recommend that the two aforementioned holidays be added to the agreement and to be effective in 1962.

Leave, Wage Commencement

Under this heading I would recommend that the present existing Clause (h) of the currently effective agreement be left intact. Clause (h) of Section 9 reads as follows:

"One half-day's pay shall be paid to any employee paid off his ship prior and up to 1200 noon; the employee relieving such man prior to 1200 noon shall receive one day's pay. One day's pay shall be paid any employee paid off his ship after 1200 noon. The employee relieving such man will be paid one half-day's pay."

It is my understanding that other matters under dispute have been or are in the process of being resolved.

All of which is respectfully submitted.

(*Sgd.*) JACK LAWSON,
Member

Dated at Vancouver, British Columbia, the 12th day of April, 1962.

Report of Board in Dispute between

Motor Transport Industrial Relations Bureau
and
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

Relative to the above dispute, the following report is submitted:

1. Mandate and preliminary proceedings
2. Conciliation efforts
3. Original contentions of the respective parties
4. Supporting evidence
5. Recommendations and decision.

During April, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between Kingsway Transports Limited; Motorways (Quebec) Limited; Husband Transport Limited; Montreal-Ottawa Express Ltd.; and Smith Transport Limited as represented by the Quebec-Ontario Transport Industrial Relations Committee of the Motor Transport Industrial Relations Bureau, and Local 106 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

The Board was under the chairmanship of His Honour Judge Henri Masson Loranger of Montreal. He was appointed by the Minister on the joint recommendation of the other two members, Ross Drouin, Q.C., of Quebec City, and Phil Cutler of Montreal, nominees of the companies and union, respectively.

The majority report, which under the provisions of the Industrial Relations and Disputes Investigation Act constitutes the Report of the Board, was submitted by the Chairman and Mr. Drouin. The minority report was submitted by Mr. Cutler.

The majority and minority reports are reproduced here.

1. Mandate and Preliminary Proceedings

1. The instrument of my appointment as Chairman of the Board of Conciliation was received on Feb. 5, 1962; the other members were P. Cutler of Montreal for the Union and Ross Drouin, Q.C., of Quebec City for the Companies (Annex A). The oaths of office were duly executed. (Annexes B, C and D.) The date of the first hearing was set for Feb. 23, 1962.

2. The mandate received extended to the conciliation on the 24 points of the expired labour agreement (Sept. 30, 1961) calling for a draft of a new labour agreement between the parties.

3. At the first public hearing, both the Union and the Companies, through their representatives, requested from the Board the draft of a new collective labour agreement having in view the establishment of a certain degree of uniformity and stability in the trucking industry. Six other companies H. Smith Transport Limited, St. Johns (Iberville) Transport Co. Ltd., Drummond Transit Ltd., Reliable Transport Ltd., Adley Express Co. Ltd. and Intercity Truck Lines Limited with provincial certification, have declared their willingness to submit the dispute to this Board and accept its jurisdiction. These companies intervened in the proceedings with the consent of the Union, bargaining unit for their respective employees.

4. The procès-verbal of the public hearings and meeting of the Board are hereby annexed (Annex E) [not reproduced here].

2. Conciliation Efforts

1. Upon declaring opened the proceedings on Feb. 23, 1962, the Chairman explored the possibility of any agreement on the 24 points in dispute, but to no avail. The Board then proceeded to examine clause after clause, the respective proposals of the parties. Three additional hearings took place—March 1, 15 and 16, 1962—and after all points in dispute had been covered, the Board commenced its deliberations.

2. With the consent of the members of the Board, the Chairman met privately on March 22 with both parties and held a further joint meeting with them on March 26, 1962.

3. Notwithstanding agreement on many points in dispute at these two private meetings, the parties could not agree on the following points:

1. Work week
2. Wage rate increase
3. Social security cost
4 Branch employees wage parity
5. Right of sub-contracting
6. Maintenance of existing privileges and request for additional facilities
7. Rules and Regulations.

4. The Board reconvened. It became soon evident that no unanimous decision could be reached.

3. Respective Contentions of the Parties

1. The original respective contentions appear in the exhibits filed.

2. Particularly on the wage rate increase however, the Union requests as follows: $0.25 over the present rate for the first year or $0.25; $0.20 over the increased rate for the second year, or $0.45; and $0.15 over the increased rate for the third year, or $0.60.

The Companies offer as follows: nil or the present rate for the first year—nil; $0.02 over the present rate for the second year, or $0.02; $0.03 over the increased rate for the third year, or $0.05.

3. Although the parties were reluctant to making proposals or counterproposals, it could be inferred from documentary or oral evidence and statements that, on the one hand, the Companies mentioned the figures of $0.03, $0.04, and $0.05, and the Union the figures of $0.10, $0.10 and $0.10 spread over a period of three years, prospective duration of the contract under consideration.

4. It is to be noted that these figures were directly or indirectly taken into consideration in the present recommendations of the Board.

4. Supporting Evidence

A. Documentary Evidence—1. The Board was referred to the hourly wage rate of the railway carriers who enjoy a $0.31 per hour higher wage rate. To this the Companies counter that: (a) the railroads perform their hauling on a seven-day basis; (b) the railroads, through certain "agreed lower charges" reduce the freight rate at their discretion and thereby offer unfair competition; (c) the railroads, directly or indirectly, can cover through public funds or otherwise, any deficit in their operations.

2. The recent new "Trucking Association of Quebec Inc. contract" (Exhibit C-8) with the local carriers was filed. This contract shows a wage increase of $0.08 per hour per year for a spread of $0.24 after the third year—$0.08, $0.16—$0.24. To this the Companies answered that any increase in the cost of the local carriers is passed over to the customers. These carriers are merely bound to submit their rates to the Quebec Transportation Board who approves them and in turn the increases authorized are passed on to the customers. It is not unnecessary to add that before the above increases were granted, the Companies involved in the present dispute were paying rates of $0.02 in excess of what the local drivers were receiving.

3. The Cost of Living Index (Exhibit C-9): this shows an increase of over 3 per cent since the last three years.

4. A schedule of "direct wage adjustments" in contracts signed since the first of August 1961 was filed (Exhibit C-6) showing a general increase of over $0.04 per hour on the average, spread over a two- to three-year period.

B. Statements and Declarations—1. All companies, with the exception of Smith Transport Limited, H. Smith Transport Limited and Kingsway Transports Limited, operate on a 55-hour work week. These eight companies represent 45 per cent of the work force.

2. Smith Transport, H. Smith Transport Limited and Kingsway Transports Limited operate on a 50-hour work week and represent 55 per cent of the work force.

3. The highway drivers mileage rate in the Province of Quebec was higher than the mileage rate for the Province of Ontario.

4. The wage rate of the present companies involved herewith had a differential of $0.02 per hour over the local carriers prior to the signing of the new agreement. (Exhibit C-8.)

5. The dollar value increase for the social security plan, if granted, would represent an average increase in the wage rate of $0.02½.

6. No further evidence was adduced.

5. Recommendations and Decision

1. In order to fulfill the mandate received and to acquiesce to the expressed and clear desire of the parties, draft of a new collective agreement is submitted (Annex F).

2. In order to secure uniformity for all 11 companies and their employees and obtain for all a standard work week, it is recommended that "a 50-hour not guaranteed work week be established on the basis of five days of 10 hours each staggered from Monday to Saturday inclusive" with premium rate over 10 hours in any one day.

3. In order that the Companies may operate along the principle of sound business management, it is recommended that the Companies may have the right, when its operations require it, to contract out any of the work to be performed.

4. Seeing that no evidence was adduced to justify a change in the social security plan, it is recommended that the present plan, calling for a contribution by the employees, be maintained.

5. As to "maintenance of privileges," it is recommended that all existing privileges as of the 30th of September, 1961, date of expiry of the former contract, be maintained, but that the right of the Companies to grant any new special and individual privileges to any employee carries also the right of curtailment or withdrawal at their discretion.

6. As to the request of the Union for better facilities, such as parking lots, eating and rest rooms, it is recommended that all new and future installations provide for such facilities.

7. As to "leave of absence with pay in case of death in the immediate family," it is recommended that this leave of absence be restricted to the "wife and children."

8. In order to obtain uniformity in application of the "general rules and regulations covering all employees," it is recommended that the set of rules and regulations of the former contract, being still effective, be embodied in the new collective labour agreement.

9. (i) In order to meet the general trend, as shown by the documentary evidence offered (exhibit C-6, C-8 and C-9), but rejecting the comparative rate of the railroad carriers due to the altogether different conditions of operations, it is recommended that increases be made as follows:

(a) From the 14th of April, 1962 to the 30th of September, 1962, by $0.04 an hour; (b) from Oct. 1, 1962 to Sept. 30, 1963, by an additional $0.06 an hour; (c) from Oct. 1, 1963 to Sept. 30, 1964, by an additional $0.06 an hour.

(ii) All employees covered by this agreement shall receive in lieu of retroactivity the sum of $1.50 per week from Oct. 1, 1961 to April 14, 1962, or 28 weeks totalling $42.00 per employee including the highway drivers.

(iii) For the branch employees, in view of the differential wage rates decreed under the Quebec Minimum Wage Board legislation applicable to the different regions of the province, it is recommended that the same differential wage rates be maintained.

(iv) For the highway drivers, an increase in the present mileage rate of $0.0675 as follows:

For the first year, from the present rate of $0.0675 to $0.068.

For the second year, from $0.068 to $0.069.

For the third year, from $0.069 to $0.07.

10. All other points in dispute have been embodied in the annexed draft (Annex F), either in the wording of the expired contract, or in the agreed wording during conciliation hearings and documents.

11. All documents received are hereby returned together with all exhibits filed.

Respectfully submitted.

In this report, Ross Drouin, Q.C., member of the Board and nominee for the Companies, concurs.

P. Cutler, member of the Board and nominee for the Union, has dissented. His report has been forwarded under separate cover.

(*Sgd.*) Henri Masson Loranger,
Chairman

(*Sgd.*) Ross Drouin,
Member

Montreal, April 9, 1962.

MINORITY REPORT

In a letter dated Jan. 24, 1962, the undersigned received his formal instrument of your appointment as a nominee and member of this Board.

I communicated with [Mr.] Ross Drouin, the other nominee and member of this Board, and after discussing this matter, we both agreed upon Judge Henri Masson Loranger as Chairman.

The Board having been thus constituted, the parties were so informed and several public hearings were held. Written and oral testimony and proof was made, and finally the three members of your Board commenced to deliberate in an effort to arrive at a decision containing recommendations that may lead to a solution of the present dispute.

The undersigned is of the opinion that it is now in the best interest of all concerned to submit this report. It is obvious that the two nominees and the Chairman cannot agree on a unanimous decision.

The dispute itself can be divided into three parts:

1. A uniform collective agreement as between the 11 employers and the Union.

2. Wages and other monetary clauses for the purpose of a uniform collective agreement.

3. Working conditions.

1. Uniform Collective Agreement

All parties were in agreement before your Board in stating that there should be uniformity as to the collective agreement entered into between the Union and the 11 Employers. Since Smith Transport Limited concerns the largest single bargaining unit, it is my recommendation, and therefore decision, that the recently expired agreement between this Union and this company be the basis for the uniform collective agreement, except for the subject matters where my further recommendations follow in this decision.

2. Wages and Other Monetary Conditions

The Union and the Employers are far apart on both wages and other monetary conditions. The Union has submitted proof on the present competition between truck transport and railway carriers, the latter employing chauffeurs and employees in other categories related to trucks in their service.

The Union has submitted that there is a thirty-one (31) cent-per-hour difference in hourly wage rates in favour of truck drivers and employees in other categories related to trucking in the service of the railway carriers in the same region. Proof was also made of other related carriers where this difference is even greater. The Employers have not contested the accuracy of these figures, while objecting to such comparisons.

Your Board was also apprised of the fact that these employees of the railway carriers are presently in negotiations for further increases.

This report now makes the following recommendations:

a. A thirty-one (31) cent-per-hour increase in wages (across the board) for all employees. In the case of those paid on a mileage basis, there shall be an equivalent increase.

b. It is furthermore a part of this report, that employees working out of "branches" elsewhere than in Montreal be given additional increases in order to establish equality in wage remuneration with employees working out of Montreal.

c. The increases recommended in this report are to be effective from the date of expiration of the last term of the collective agreement

d. The present group insurance to be maintained, however, the premiums to be paid entirely by each respective employer. It is further recommended that it might be in the interest of all parties to have one group insurance plan, with the same benefits, and this might result in a lesser premium charged by the insurance company.

3. Working Conditions

This report recommends that the new collective agreement should not include either those changes sought by the Employers or by the Union, unless such working conditions are already stated or implied in the recently expired collective agreement between the Union and Smith Transport Limited.

Respectfully submitted.

(*Sgd.*) P. CUTLER
Member

Montreal, April 2, 1962.

Report of Board in Dispute between

Dominion Steel and Coal Corporation Ltd., Dominion Shipping Division

and

Seafarers' International Union of North America

A Board of Conciliation and Investigation to study the above dispute was appointed on the 31st day of October, 1961. The members of the Board are as follows: Raymond Caron, Q.C., representing the employers; Roderick Hayes, representing the employees; and G. D. LaViolette, appointed by the Honourable Minister of Labour as Chairman and third member of the Board on Nov. 29, 1961. The Board held public hearings. The parties had full opportunity to present their case, and the Board now reports as follows.

The Company operates three ships on a seasonal basis: one plying between Sydney, N.S. and Newfoundland or Seven Islands, for the movement of limestone and iron ore; and two from Sydney, N.S. to Quebec

During April, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between Dominion Steel and Coal Corporation Ltd., Dominion Shipping Division, Montreal, and the Seafarers' International Union of North America, Canadian District.

The Board was under the chairmanship of G. D. LaViolette of Montreal. He was appointed by the Minister in the absence of a joint recommendation from the other two members, Raymond Caron, Q.C., and Roderick Hayes, both of Montreal, nominees of the company and union, respectively.

The majority report, which under the provisions of the Industrial Relations and Disputes Investigation Act constitutes the Report of the Board, was submitted by the Chairman and Mr. Caron. The minority report was submitted by Mr. Hayes.

The majority and minority reports are reproduced here.

ports on the St. Lawrence River, for the movement of coal.

The number of employees involved in the dispute is approximately 87, to which should be added, at the request of the Union, about eight more belonging to a harbour tug, the property of Dominion Coal Company Limited, that has been left out of the proceedings by mistake.

The demands of the Union are contained in its memorandum of June 7, 1961, addressed to Murray A. Keays, General Manager, Transportation, Dominion Steel and Coal Corporation Ltd., Dominion Shipping Division, Montreal, P.Q. The said memorandum refers to a renewal of the existing agreement with the following revisions:

ARTICLE III—WAGES
- Section 1—Paragraphs (a), (b) and (c), and (e) and (f).
- Section 2—Hours of Work—Paragraph (c) At Sea.
- Section 4—Overtime Rates — as requested therein.
- Section 17—Cleaning Bilges.

ARTICLE IV
- Section 1—Holidays.
- Section 2—Vacation Pay—Paragraphs (a), (b) and (c).

ARTICLE VI—ENGINE DEPARTMENT—WORKING RULES
- Section 7—Work at Sea—Paragraph (f) Firemen, Wipers and Trimmers—at Sea and in Port.

ARTICLE IX—WELFARE PLAN

The reaction of the Company was that the demands were unrealistic. It is difficult to say exactly what they amount to but indeed they are very substantial. A 20 per cent increase is claimed on wages alone, and as to the other clauses referred to previously, they are so arranged that practically every one of them calls for increased costs whether directly or otherwise, for instance:

Article III—Wages

Section 1—
- (b) and (c)—$16.02 per month instead of $13.36;
- (e) and (f)—$2.00 per hour instead of $1.67.

Section 2—
- (c) At sea—overtime to start on Saturday instead of Sunday.

Section 4—Overtime Rates—

$2.32 instead of $2.21, and

$1.85 instead of $1.76.

Section 17—Cleaning Bilges—

The work of cleaning bilges extended to other operations that call for overtime rate and overtime rate and one-half.

Article IV

Section 1—Holidays—

8 Holidays instead of 6.

Section 2—Vacation Pay—

This concerns the method of payment, and this problem is one that should be settled by the parties through mutual agreement.

Article VI—Engine Department—Working Rules

Section 7—Work at Sea—
- (f) Firemen, wipers and trimmers—at sea and in port—Overtime payment introduced for the work described therein.

Article IX—Welfare Plan

The 20-cent contribution per man per day increased to 35 cents.

It is obvious that taken as a whole *all changes* here mentioned, when applied to hours of work, would mean a very substantial outlay on top of the 20 percent general increase in wages requested.

The Company presented its case as to the demands made by the Union as outlined heretofore. It has submitted facts and figures, and the Board notes the following:

a. "DOSCO" is a multiple-operation enterprise. It has on its payroll approximately 14,000 hourly rated employees, with 38 collective agreements, and is negotiating practically all the time. It is a huge operation and it has not been very successful from a profit standpoint, at least for the last three years. In 1960, the net profit was $2,300,000 on $150,000,000 worth of sales, and in 1961 this net profit was cut in half.

b. It operates mainly in Nova Scotia, where it has coal mines, the steel plant in Sydney, the car works in Trenton, shipyards in Halifax, and its ore and coal ships. Besides this it has the ore mines in Wabana, Nfld., the Canadian Bridge Company in Windsor, Ont. and plants in Montreal, P.Q.

c. The Company is not doing well, it is going through hard times, and it has a very involved setup. It therefore becomes imperative to deal

with the employee demands from whatever sector they originate, on a fair basis, for each group concerned. And, as to the ships, as their operation is a reproduction of what takes place on shore, their personnel must be considered as employees of the Company based at the point where the Company carries on its main operations, Nova Scotia.

As a matter of fact, the residence of the 87 unlicensed personnel is either in Nova Scotia or Newfoundland. The vessels belong to a captive fleet making short runs on coastal trade where 37 per cent of the time is spent in port for the coal ships and 61 per cent for the ore ship. The average hours combined for the three ships in port and at sea are 44.6. It is worth noting that approximately 65 per cent of the unlicensed personnel has been with the Company since 1946; the record speaks for itself.

d. The contract we are dealing with now has expired on July 4, 1961. It is a two-year agreement effective on July 5, 1959 to the date heretofore mentioned, July 4, 1961. Let us look over the employment record generally of the Company from 1960 to date, as it would give an idea of its possible earning record during the period:

—The Sydney Steel Works is operating at 46 per cent capacity—1,400 employees have been laid off.

—At the Wabana ore mines, 500 men have been laid off on July 31, 1961, 100 more were to be laid off on January 28, 1962, which would mean a complete shut-down to last seven weeks, and there would be another such seven-week shut-down in the fall. Last year, 2,700,000 tons of ore were mined, and this year orders were lost for 1,300,000 tons.

—Coal mine No. 16 is to be closed in July and it will involve 1,200 employees. It follows closure of two mines involving 1,000 men, therefore at that time three mines shall be closed and 2,200 men idle.

—The coal miners have received no increase in pay since 1958, except in August 1961, with an increase of 46 cents a day which is less than six cents an hour. Their average rate is $1.71 per hour for the 40-hour week, and they do work 44.6 hours, at an average of $1.76 per hour.

—In Trenton (the car works) the contract has been automatically renewed for 1960, with the exception of eight holidays granted instead of six; automatic renewal has also applied in 1961 and 1962.

—At the Halifax shipyards employment is at a very low level

—In Windsor, Ont., at Canadian Bridge Company, the contract was renewed in 1960 "as is" for eight months and the working force is down from 300 to 100 employees.

—In August 1961, two-year agreements were signed at Canadian Tube and Steel and the Canadian Bridge Company, granting a seven-cent increase in each case, and the average rates there became respectively $1.71 and $1.74.

Coming back to the unlicensed personnel on the ships of the Company: the Company has filed an exhibit that shows the average monthly earnings, including overtime, for four months, July 5 to Nov. 5, for the years 1958, 1959 and 1961.

There are 11 classifications and the average basic rate for these classifications works out to $63.60 per week, and with overtime added, the average gross per week is $84.33. While it may be objectionable to add overtime to the basic rate, it is quite evident that such overtime is in the nature of the operation and, to some extent at least, should be taken into consideration.

Overtime is a penalty, and the Company would not pay as high as 20 percent on top of the basic rate for such overtime unless "it has to." Which means that the wages paid are not depressed wages. True, they are not the highest paid in the occupation here studied, but they are above the weekly average paid in manufacturing operations in Nova Scotia, where the Company is based and where it carries on its main operations.

On August 23, 1961, the Company made to the Union the following offer:

1. A renewal for a two-year term to expire July 4, 1963.

2. A five per cent increase—three per cent applicable from 1961 and the other two per cent at the anniversary date in 1962.

3. Beginning with the season of 1962, a reduction in the working hours from 48 to 44, and hours worked in excess of 44 to be paid at time and one-half, the basic hourly rate and hours worked in excess of 48 to be paid at the overtime rate stipulated in the agreement.

4. Two additional statutory holidays beginning with the 1962 season, providing the men qualify being at work the day preceding and the day following such statutory holiday.

The above proposal is a realistic approach to the problem here studied, and it is a reasonable offer, taking into consideration all the aspects of this case which have been discussed heretofore. The Board therefore recommends the offer of the Company and such recommendation is a majority decision of the Board, that of the Chairman, G. D. LaViolette and of the member representing the employers, Raymond Caron, Q.C. Roderick Hayes, member of the Board representing the employees, is dissenting and will file a separate report.

As to the harbour tug, the contract expired August 8, 1961. It is a two-year contract which was effective from August 9, 1959 to the date here mentioned, August 8, 1961.

The offer of the Company outlined heretofore for the unlicensed personnel on the ships of the Company shall apply equally to the unlicensed personnel on the tugboat, that is, the employees in said tugboat should receive the equivalent in benefits to what is received by the employees of the ships, should the offer of the Company be accepted. This recommendation is also a majority decision of the Board, that of the Chairman, G. D. LaViolette, and the member representing the employers, Raymond Caron, Q.C. Roderick Hayes, member of

the Board representing the employees, is dissenting and will file a separate report.

And we have signed at Montreal, the 9th day of April, 1962.

(*Sgd.*) G. D. LaViolette,
Chairman

(*Sgd.*) Raymond Caron,
Member.

Minority Report

I would first humbly apologize for the delay in submitting this report, a delay already burdensome upon the employees who have received little except procrastination in this matter. The reason for the delay is that I have been most seriously disturbed by the conduct of proceedings in this Conciliation Board. I do not believe that your Honourable self nor the employees have received justice in this matter and I do not believe that the Statute has been followed with regard to whatever disposition has already been placed before you by the Chairman and the Employer Nominee.

It is my sincere belief that the appointed Chairman on this Board gives every appearance of being biased against the petitioning Union. These are grave words to be used in relation with the word appearance, but I believe that certain matters which I will dispose of here fully justify the use of the term.

I will confirm that public hearings were held at which the parties presented their case. I state as fact that, during the course of those hearings and while the parties were before the Board, absolutely no attempt was made by the Board to settle their dispute in accordance with Section 32, Subsection (1) of the Act. My impression during these hearings was that the Chairman and perhaps my confrère, the Employer Nominee, regarded the proceedings merely as an interlocutory process to be disposed of.

I state as fact that the proceedings were deliberately prolonged without obvious reason. That the period between the last public sitting of the Board and further action by the Chairman and my confrère, the Employer Nominee, exceeded three months. That I was not advised at any time by the Chairman that the Minister of Labour had extended the time of the Board's reference. That although I communicated with the Chairman at various times, particularly during the month of March, I was unable to obtain from him any undertaking as to when the Board would resume its proceedings and, in fact, was not given a reply by the Chairman but was told that he would call me back on the telephone.

During the first 14 days of April, I finally received communication from the Chairman. I told the Chairman that I considered the case en délibéré and that I wanted a chance to meet with the complete Board for the purpose of exploring compromises and avenues of settlement. Following a discussion on dates, the Chairman informed me that without my representations on any matter, that he and my confère, the Employers' Nominee, had reached certain conclusions and that they were drawing these conclusions up in written form and would submit them to me.

It was understood at that time that following my examination of these rather unusual written conclusions, that I would have an opportunity to consult with my confrères on the Board for the purpose of exercising what I hold to be my function of interpreting the interests of the employees to my confrères on the Board.

It was with some surprise and considerable shock that on April 10 I received from the Chairman a copy of what purported to be a majority report of the Conciliation Board, and through this means obtained the intelligence that this report had been filed at Ottawa. Upon reading the said report I discovered that I had dissented on several questions and on the principal question. This is completely untrue. I did not dissent, I did not have an opportunity to dissent, I did not have the question before me, I did not have an opportunity to discuss the question; I was in fact completely ignored.

The facts that I have related, Mr. Minister, indicate an appearance of bias by the Chairman, and through yourself by means of this report, I would advise all parties and the public of Canada that in this particular case the employees were denied the rights and privileges extended to them through the constitution of a Board of Conciliation and Investigation.

In conclusion and in consideration of the foregoing facts, I believe that no alternative is left to me except to recommend that the employees' proposals be granted in full in the manner in which they were presented, supported and substantiated by the petitioning Union.

I beg to remain,

Yours respectfully,

(*Sgd.*) Roderick Hayes
Member

Dated at Montreal, P.Q., the 21st day of April, 1962.

LABOUR LAW

Recent Regulations under Provincial Legislation

Quebec raises minimum wages of forestry workers. Manitoba sets higher minimum rates for a few construction occupations, issues new apprenticeship regulations for construction trades, and provides for voluntary certification of tradesmen

In Quebec, a new minimum wage order for forestry workers increased rates by about 10 per cent.

In Manitoba, the apprenticeship regulations for the building construction and allied trades were consolidated with some changes. The first regulations to be issued under the Tradesmen's Qualification Act provide for voluntary certification of tradesmen. The new fair wage schedule for construction workers set higher minimum rates for a few occupations.

Alberta Workmen's Compensation Act

The Alberta Workmen's Compensation Board has added mail contracting to the list of industries subject to the collective liability section of the Workmen's Compensation Act. The order, which was gazetted April 14 to go into force July 1, 1962, does not apply to mail contracting when carried on in respect of a rural delivery or a staging mail route, however.

Another order gazetted the same day, which took effect from date of publication, amended the safety regulations governing explosives with respect to the tables of distances. It also provides that the explosives regulations do not apply to operations governed by the Quarries Regulation Act or the Urban Mining Operations Act. This order, Alta. Reg. 155/62, amends Alta. Reg. 40/62 (L.G., April, p. 454).

Manitoba Apprenticeship Act

The Manitoba Apprenticeship Board has issued new general regulations respecting apprenticeship in the building construction and allied trades. The new regulations, which went into force on March 13, the date of publication, replace the special trade rules issued in the early postwar period.

This consolidation of the apprenticeship regulations for the trades engaged in and allied to the construction industry has been under consideration by the Board for some time. According to the Annual Report of the Department of Labour for the period ending December 31, 1960, a draft was drawn up and submitted to joint meetings of the trade advisory committees affected. Suggestions made by the joint committees were referred to the Board, which approved the consolidation, with the exception of certain items that were sent back to the plumbing and steamfitting, electrical, and plastering and lathing committees for further consideration.

The new regulations (Man. Reg. 29/62) apply to the following trades: bricklaying, masonry, marble working, tilesetting, terrazzo, carpentry, factory woodworking, electrical construction, electric motor winding and repairing, lathing, painting and decorating, plumbing, refrigeration, steamfitting and sheet metal working.

It is now mandatory for an employer who engages a person under 21 years in any of these trades to notify the Director of Apprenticeship within 10 days after employment begins. He is also required to send a similar notice if he employs any person over 21 years as an apprentice.

The new regulations do not fix a maximum age for apprentices, providing that a person over 21 years may enter into an apprenticeship agreement with his employer with the approval of the Director of Apprenticeship. The regulations also state that no person may work as an apprentice for more than three months without entering into an apprenticeship agreement. Under the previous rules, no person over 21 could become an apprentice in any of these trades except a World War II veteran approved by the trade advisory board.

The minimum educational requirement for apprentices in the building trades is Grade 9 or its equivalent, except in the electrical construction trade where the stand-

This section, prepared by the Legislation Branch, reviews labour laws as they are enacted by Parliament and the provincial legislatures, regulations under these laws, and selected court decisions affecting labour.

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ard is Grade 10. However, an applicant who has not the required education may be accepted with the approval of the Director.

The term of apprenticeship remains four years in the following trades: bricklaying, masonry, marble working, tilesetting, terrazzo, carpentry, factory woodworking, electric motor winding and repairing, lathing, plastering, painting and decorating and refrigeration. In four trades—electrical construction, plumbing, steamfitting and sheet metal—the term of apprenticeship is five years. As before, time credits may be given for approved vocational or technical training, or previous experience in the trade.

Unlike the former trade rules, the new regulations do not impose a quota for any trade. Instead, they provide that the ratio of apprentices to journeymen may be set from time to time by the trade advisory committee, with the approval of the Board, based upon the ability of the trade to assimilate new apprentices.

The new regulations stipulate that the course of studies in each trade is to be based upon the appropriate national trade analysis as approved by the trade advisory committee and the Board. If there is no national trade analysis, the trade advisory committee must prescribe the course of studies, subject to the approval of the Board.

Before an apprentice may be granted a certificate of qualification, he must complete the apprenticeship term and pass all the prescribed courses and examinations. However, in the electrical construction and sheet metal working trades, an apprentice who has completed all the prescribed courses may be allowed to try his final examination after the fourth year instead of after the fifth. If he passes, he may be granted a certificate of qualification. A similar time credit may be allowed an apprentice lather who has completed his courses to permit him to try his final examination after the end of his third year instead of after the completion of his four-year term.

Under the new regulations, a person with at least seven years experience in a designated trade for which no examining board has been established under the Tradesmen's Qualifications Act, may also apply to write the final examination, and if he passes, may be granted a certificate of qualification.

Apprentices in the building trades are to be paid wages at not less than the following percentages of the journeyman's prevailing wage rates:

6 month periods	Carpentry and Factory Woodworking	Bricklaying, Masonry, Marble-working-Tile-setting and Terrazzo	Painting and Decorating	Plastering and Lathing	Plumbing and Steamfitting	Electrical Construction	Sheet Metal	Electric Motor Winding and Refrigeration
	%	%	%	%	%	%	%	%
1st	40	45	45	35	40	30	35	30
2nd	45	45	50	40	50	35	40	35
3rd	50	55	55	45	55	40	45	40
4th	55	55	60	50	55	45	50	45
5th	60	65	65	60	60	50	55	50
6th	65	65	70	65	60	55	60	60
7th	70	75	80	70	70	60	65	70
8th	80	75	90	80	70	70	70	85
9th	.....	.....	.....	.....	80	80	80	.....
10th	.....	.....	.....	.....	80	90	90	.....

The wages of apprentices for overtime hours are to be adjusted on the same basis as wages of journeymen working for the same employer in the same area.

Manitoba Fair Wage Act

In Manitoba, the annual fair wage schedule fixing minimum wages and maximum hours of work at regular rates for certain construction workers was gazetted May 5 to remain in force from May 1, 1962 until April 30, 1963. Most of the rates are the same as in last year's schedule, but a few were increased by 5 or 10 cents an hour. There were no changes in hours.

As formerly, the fair wage schedule is in two parts. Part I applies to private construction work within the Greater Winnipeg Water District or private construction work costing more than $100 in any city or town with a population of more than 2,000, or in any other part of the province designated by the Lieutenant Governor in Council, and to public works authorized by the Minister of Public Works. Part II of the schedule applies to public highway, road, bridge or drainage construction projects outside the City of Winnipeg and authorized by the Minister of Public Works.

In line with former practices, Part I of the schedule contains two sets of minimum rates, Zone "A" rates and Zone "B" rates, which cover 28 occupational categories, including licensed tradesmen, skilled and unskilled labourers, truck drivers and watchmen. Zone "A" rates, which, except in a few cases are higher than Zone "B" rates, and are for the most part based on a 40-hour week, apply to public and private construction work in Winnipeg and within a 30-mile radius. Zone "B" rates, which, with one exception, are based on a 48-hour week and are generally lower than Zone "A" rates, apply to public construction work elsewhere in the province and to private construction work in places with a population of over 2,000 (Dauphin, Flin Flon, Minnedosa, Morden, Neepawa, Portage la Prairie, Steinbach, Swan River, The Pas, Virden and Winkler).

A few changes were made in the classification of workers. The category "lathers" now has two subdivisions instead of three: journeymen lathers on metal lathing work commonly known as furring, and suspension lathing and journeymen lathers engaged in nail-on plaster board lathing. The rates are the same for both classes $2.65 an hour in Zone "A" and $2.35 in Zone "B."

The category "sheet metal worker" now has three subdivisions, journeymen and two classes of helpers. The minimum for journeymen is $2.50 an hour in Zone "A" and $2.25 in Zone "B." Helpers with more than two years experience are to receive at least $1.85 an hour in Zone "A" and at least $1.70 in Zone "B." The rates for helpers with less than two years experience are $1.65 and $1.45, respectively.

The new schedule has also set special rates for men working on construction sites on work not otherwise classified. The minimum for such workmen is $1.65 an hour in Zone "A" and $1.45 in Zone "B." Their normal work week is 42½ hours in Zone "A" and 48 hours in Zone "B".

As previously indicated, only a few rates are higher than those in last year's schedule. The rates for marble setters, terrazzo and oxychloride workers and tile setters (on all clay-products tile, Vitrolite glass and adhesive tile setting) were increased by 10 cents to $2.45 an hour in Zone "A" and to $2.20 in Zone "B." The rates for certified painters, decorators and paperhangers were increased by five cents to $2.25 and $2.10 an hour, depending on the location. The rates for certified swing stage and spray painters were also increased by five cents to $2.35 an hour in Zone "A" to $2.20 in Zone "B."

As a result of these and other changes, rates in Zone "A" now range from $2.86 an hour for journeymen in the plumbing, pipefitting and steamfitting industry to $1.05 an hour for watchmen and flagmen. In Zone "B," rates range from $2.80 an hour for bridge, structural and ornamental ironworkers to $1.05 for watchmen and flagmen.

The rates in Part II, the section governing highway, road, bridge or drainage construction work outside of Winnipeg, are the same as last year, ranging from $2.15 an hour for carpenters to $1 an hour for watchmen and flagmen. The most common rate is $1.40 an hour and is the minimum rate payable to truck drivers and operators of certain types of tractors. The minimum wage for labourers is $1.35 an hour.

As in other years, employees engaged in public highway, road, bridge or drainage projects outside the Winnipeg area are permitted to work up to 120 hours in a two-week period at straight-time rates, the only exception being carpenters, whose minimum wage rate of $2.15 an hour is based on a 48-hour week.

Manitoba Tradesmen's Qualifications Act

The first regulations to be issued under the Manitoba Trademen's Qualifications Act were gazetted as Man. Reg. 28/62 on March 13.

The Tradesmen's Qualifications Act, which was enacted in 1961 and was brought into force on February 15, 1962, provided for voluntary certification of tradesmen with provision for compulsory certification at some future date.

The new regulations distinguish between applicants who work in trades designated under the Apprenticeship Act and other tradesmen. An applicant for a certificate of proficiency in one of the designated trades must be at least 26 years of age and must have had at least six years experience in the trade, exclusive of time spent as a labourer.

A person applying for a certificate of proficiency in a trade not designated under the Apprenticeship Act must produce evidence of trade experience or training, or both, as may be required by the board of examiners. No minimum age requirement is set for applicants in this category, however.

If required by the Board, every applicant for a certificate of proficiency must pass the prescribed examination. A candidate who fails to obtain the required pass mark will not be eligible for a second examination for three months. If he fails a second time, he may not be re-examined until he has completed a training course approved by the Board.

A candidate who is dissatisfied with a Board's decision may appeal to the Minister of Labour, who is also given discretionary power to cancel or suspend a certificate.

Ontario Energy Act

The gas regulations under the Ontario Energy Act have been amended to adopt the part of the C.S.A. code dealing with liquefied petroleum gas burning appliances and equipment.

The new regulation (O. Reg. 83/62, gazetted April 14) adopts, with certain changes, the whole of the latest edition of the relevant C.S.A. code, B149-1962, Installation Code for Gas Burning Appliances and Equipment. This includes not only Sections 1 and 2 of the Code, previously adopted, but also Section 3 (Installation Requirements for Liquefied Petroleum Gas Burning Appliances and Equipment). The newly adopted section replaces the code of the National Fire Protection Association previously used.

The changes made in the provisions of the Code concern technical matters such as pressure testing or leak testing of gas piping systems; servicing and repairing of liquefied petroleum gas bulk tank vehicles; and, as in the earlier regulations, the purging of gas lines.

Quebec Minimum Wage Act

The Quebec Minimum Wage Commission recently issued a new order increasing minimum rates of forestry workers by about 10 per cent. The new order, No. 39, 1962, went into effect on April 28, the date of publication, and will remain in force until May 1, 1963.

A renewal order gazetted the same day extended the vacation order (No. 3, 1957), the general minimum wage order (No. 4, 1960); the order governing hotels, restaurants, hospitals, real estate and taxi undertakings (No. 40, 1960), and the order covering municipal and school corporations (No. 41, 1960) until May 1, 1963.

Order No. 39, 1962—*Forestry Operations*

The revised forestry order has the same coverage as the order issued last year, applying to all logging operations, including construction, maintenance and improvement work, reforestation projects, driving operations, forest fire protective work and clearing operations. Caterers, contractors, subcontractors and intermediaries connected with any of these undertakings are also subject to the order.

The exemptions include: employees in wood processing plants other than sawmills producing lumber for logging operations; emergency fire fighters; employees transporting lumber outside the forests; farm employees; persons employed by a non-profit organization in a forest colony, and the employer's consort.

Employees covered by a collective agreement under the Labour Relations Act that has provisions relating to wages and working conditions that are generally better than those set out in the order, are exempted from Parts II and III in so far as supervision of the Commission is concerned.

Hours—As formerly, the normal work week for forestry workers is 54 hours, except in the case of cooks, kitchen help, stablemen, guards, fire rangers and pieceworkers whose hours cannot be established. Such employees are deemed to have no normal work week and are therefore not entitled to overtime. Time in excess of one hour spent travelling between the camp and the working area is to be considered working time and must be paid for at regular rates.

The new order also states that, for its purposes, "a day of work" means a period of nine hours of work in any one day.

Minimum Rates—Hourly, daily and weekly rates are again set for persons hired on a fixed wage basis, the determining factor being the extent to which hours are controlled. The minimum for employees whose hours of work are verifiable has been increased from $1 to $1.10 an hour; that of workers whose hours cannot be verified, from $8.60 to $9.90 a day.

Forestry workers without a regular work week are now to receive a minimum of $59.40 a week instead of $51.60. A new provision stipulates, however, that if an employee is expected to do as much work as a pieceworker, he must be paid at piecework rates even though hired on a fixed wage basis. The order also provides that employees who quit voluntarily without having worked 12 days must be paid at least $7.65 per day.

In line with former practices, the order sets lower minimum rates for inexperienced and handicapped employees whose output is below normal. The minimum for employees in this category is now 85 cents an hour if their hours can be verified and $7.65 a day if they cannot. As before, a quota is imposed, the order again providing that the number of inexperienced and handicapped employees may not exceed 10 per cent of the total labour force in any one camp. In addition, the new order stipulates that, if an employee in this category has a normal output, he must be paid the regular

minimum wage ($1.10 an hour, $9.90 a day or $59.40 a week, whichever rate is applicable).

As before, piecework rates are set for forestry workers engaged in cutting pulpwood and in other woodcutting operations. In pulpwood operations, pieceworkers and jobworkers engaged in the cutting and making of wood and in skidding and assembling are to be paid $6.50 per cord for soft wood and $5 per cord for hard wood. For wood measured in solid cubic feet, the minimum is now $7.65 per 100 s.c.f for soft wood and $5.90 for hard wood.

Employees in pulpwood operations who cut, make and pile or assemble the wood, are now to receive at least $6 per cord for soft wood and at least $4.80 per cord for hard wood. The minimum for wood measured in solid cubic feet is $7.05 or $5.60 per 100 s.c.f., depending on the type of wood.

In pulpwood operations, the minima now payable to employees engaged solely in the cutting and making of wood are $5.20 per cord and $6.15 per 100 s.c.f. for soft wood, and $4.15 per cord and $4.90 per 100 s.c.f. for hard wood.

In addition to setting the piecework rates described above, the new order states that whatever the piecework rate specified in the contract, a pieceworker in pulpwood operations must not be paid less than $11 per working day.

In other operations, pieceworkers or jobworkers engaged in the cutting or making of wood may be paid the rates agreed upon, provided these rates are set out in the contract and result in earnings of not less than $11 per working day.

Another new provision states that a pieceworker or jobworker who supplies his own horse must receive an additional $2 per working day.

Overtime—Under the revised order, forestry workers are to be paid one and one-half the applicable minimum rate for overtime work. Formerly, hourly rated employees not governed by a collective agreement were entitled to one and one-half the regular rate for overtime work and other employees one and one-half the minimum rate.

The new order also provides that employees paid on a weekly basis need not be paid overtime if they earn $70 or more a week. Formerly, the overtime exemption applied to persons hired for a fixed weekly, monthly or yearly salary who earned $65 or more a week.

Deductions—A few changes were made in the provisions dealing with deductions. The maximum charge for board and lodging remains $1.65 per day. The charge for single meals is now 55 cents. A new provision states that an employee whose services have been terminated in the normal manner and who, through some fault of the employer, is obliged to wait in the camp for his scaling slip and wages, must be supplied with free board and lodging while waiting for settlement.

The revised order also limits the deductions that may be made for feeding horses. If an employee supplies his own horse for the skidding of bolts and logs, the employer may not deduct more than $1.50 a day for feeding the horse. If the horse is supplied by the employer, the total authorized deduction is now $2 a day, whether the horse is used by one employee or by a number. Recent orders have not dealt with this question.

As before, employers are prohibited from charging for the rental or use of bedding but may make deductions from an employee's wages if bedding is lost or not returned, provided rates are mentioned on notices and pay statements. They may also charge for laundering bedding or other articles if a price list is posted in the employee's living quarters.

All employees except pieceworkers and jobworkers must be provided with the necessary tools and equipment at the employer's expense and may not be charged for worn or broken tools or accessories. Employers, however, are again permitted to make deductions from wages if tools, equipment and safety garments are lost or not returned, provided rates are shown on notices and pay statements.

As formerly, an employer is also permitted to deduct amounts imposed by an Act or court order, cash advances, and the price of goods sold, provided a price list is posted in a conspicuous place in the store or office of the camp.

Weekly Rest—As before, forestry workers with a regular work week must be given a weekly rest of 24 consecutive hours or two periods of 18 hours each.

Vacation Pay—The revised order provides that every employee must be given vacation pay equal to 2 per cent of earnings upon termination of his contract. Previously, only employees who had worked at least 50 days within a four-month period were entitled to vacation pay.

Employees whose services have been continuous must, as before, be given their vacation pay for the previous 12 months during the month of May.

(Continued on page 748)

UNEMPLOYMENT INSURANCE AND NATIONAL EMPLOYMENT SERVICE

Monthly Report on Operation of the Unemployment Insurance Act

Number of claimants for unemployment insurance benefit at end of March 18 per cent below total year earlier and number of initial and renewal claims during month, 13 per cent below, statistics* show. Benefit payments also total less

Claimants† for unemployment insurance benefit on March 30 numbered 687,500. This was only a little more than 4 per cent below the February figure of 718,700 but about 18 per cent below the total of 838,000 in March 1961.

Males accounted for three quarters of the decline since February.

These totals include seasonal benefit claimants as follows: 220,100 at the end of March, 207,300 at the end of February, and 265,800 at the end of March 1961.

The number of claimants for regular benefit dropped by 44,000 during the month, but there was an increase of about 13,000 in the number of seasonal benefit claimants. During March of last year, the net decline was 35,000, resulting from a drop of 51,000 in regular benefit and an increase of 16,000 in seasonal benefit claimants.

It is difficult at this season of the year to distinguish between economic and administrative factors in interpreting claimant data. Exhaustions on seasonal benefit do not affect the data until approximately the end of February. During March, however, the composition of the seasonal benefit group is affected by an outflow of exhaustions, on the one hand, and, on the other, by an influx of claimants terminating regular benefit and now eligible for seasonal benefit.

The number of seasonal benefit claimants increases at this time of the year, in spite of a decline in the number of fishing benefit. Some fishing seasonal benefit claimants no doubt exhausted their benefit and, since practically none are able to transfer to regular benefit the total declined.

Exhaustions of seasonal benefit other than fishing, however, were partly offset by transfers from regular to seasonal benefit.

The decline in the total number on benefit resulted partly from exhaustion of benefit.

The proportion of claimants classed as seasonal benefit increased from 29 per cent on February 28 to 32 per cent on March 30. This was almost the same proportion as last year.

> In a comparison of current unemployment insurance statistics with those for a previous period, consideration should be given to relevant factors other than numbers, such as the opening and closing of seasonal industries, increase in area population, influence of weather conditions, and the general employment situation.
>
> Claimants should not be interpreted either as "total number of beneficaries" or total job applicants."

Initial and Renewal Claims

Initial and renewal claims filed at local offices in March numbered 225,800, about 10 per cent fewer than in February and about 13 per cent, or 33,600 below she March 1961 figure.

The ratio of initial to renewal claims tends to decline after January with the seasonal decline in the total number of claims filed. For example, the ratio for March was 2.3, while that for December and January was 2.9. Last year the ratio in March was 2.4, in January it was 2.9, and in the previous December, 2.6.

Beneficiaries and Benefit Payments

The average weekly number of beneficiaries in March was estimated at 638,800, compared with 590,400 in February and 807,100 in March 1961.

* *See* Tables E-1 to E-4 at back of this issue.

† A claimant's unemployment register is placed in the "live file" at the local office as soon as the claim is forwarded for computation. As a result, the count of claimants at any given time inevitably includes some whose claims are in process. During the seasonal benefit period, claims in process are classed as regular until the computation of their contribution credits indicates otherwise.

Payments during the month totalled $68,800,000, some $10,000,000 higher than in February, but $16,000,000 lower than the record of $85,000,000 reached in March 1961.

The increase in the number of beneficiaries and benefit payments in contrast to the decline in the number of claimants during the month is usual at this time of the year, since data on payments lag behind those on claimants. Payment data also cover the whole month, whereas the number of claimants is only that at the end of the month, when the usual decline is beginning to make itself felt.

The average weekly benefit payment was $24.49 in March, $24.56 in February, and $23.99 in March 1961.

Insurance Registrations

Reports received from local offices of the Unemployment Insurance Commission for March showed that insurance books or contribution cards had been issued to 5,076,290 employees who had made contribution to the Unemployment Insurance Fund at one time or another since April 1, 1961.

At March 31, registered employers numbered 335,967, a decrease of 148 since February 28.

Enforcement Statistics

During March, 11,068 investigations were conducted by enforcement officers across Canada. Of these, 7,353 were spot checks of postal and counter claims to verify the fulfilment of statutory conditions and 206 were miscellaneous investigations. The remaining 3,509 were investigations in connection with claimants suspected of making false statements to obtain benefits.

Prosecutions were begun in 242 cases, 68 against employers and 174 against claimants.* Punitive disqualifications as a result of false statements or misrepresentations by claimants numbered 1,977.*

Unemployment Insurance Fund

Revenue received by the Unemployment Insurance Fund in March totalled $27,743,-532.74, compared with $26,729,486.50 in February and $26,442,646.10 in March 1961.

Benefits paid in March totalled $68,826,-615.12, compared with $57,988,338.19 in February and $81,772,486.32 in March 1961.

The balance in the Fund on March 31 was $63,535,370.96; on February 28 it was $104,618,453.34 and on March 31, 1961, it was $185,298,086.78.

Monthly Report on Operations of the National Employment Service

The seasonal upswing in placement activity of local offices of the National Employment Service was well underway during April. Placements reached a total of some 95,000, an increase of 22.6 per cent over the March figure.

Along with this seasonal rise, further year-to-year record increases were reported. April 1962 placements exceeded those in April 1961 by 31.3 per cent and the April 1960 total by 44.2 per cent. Cumulative total placements for the first four months of 1962, some 320,400, were higher by 26.5 per cent than in the corresponding period a year ago. These totals are postwar records in placements.

Placements of men in April 1962 totalled some 65,800, a year-to-year increase of 33.4 per cent, and placements of women totalled some 29,200, up 26.9 per cent over a year ago.

Regionally, the following percentage increases over April 1961 were reported:

Atlantic	42.3
Quebec	36.0
Ontario	37.7
Prairie	18.1
Pacific	17.4

Some 4,300 of the placements effected in April required the movement of workers from one local office area to another, through the clearance facilities of the National Employment Service. Clearance activity generally has been expanding, with an increasing number of employers taking advantage of this means of obtaining workers not available locally.

Employers notified NES offices of some 123,000 vacancies during April, an increase of 36.1 per cent over April a year ago. The larger part of this increase was among vacancies for men, which totalled some 83,000, up by 42.5 per cent over last year's total. Vacancies for women, at 40,000, increased by 24.5 per cent over 1961.

This improvement in the number of vacancies indicates that the demand for labour has been gaining momentum.

* These do not necessarily relate to the investigations conducted during this period.

LABOUR CONDITIONS IN FEDERAL GOVERNMENT CONTRACTS

Wage Schedules Prepared and Contracts Awarded during April

Works of Construction, Remodelling, Repair or Demolition

During April the Department of Labour prepared 258 wage schedules for inclusion in contracts proposed to be undertaken by departments of the federal Government and its Crown corporations in various areas of Canada, for works of construction, remodelling, repair or demolition. In the same period, a total of 131 contracts in these categories was awarded. Particulars of these contracts appear below. In addition 136 contracts not listed in this report and which contained the General Fair Wages clause were awarded by Central Mortgage and Housing Corporation, Defence Construction (1951) Limited and the Departments of Defence Production, Northern Affairs and National Resources and Public Works.

A copy of the wage schedule issued for each contract is available on request to trade unions concerned or to others who have a *bona fide* interest in the execution of the contract.

(The labour conditions included in each of the contracts listed under the heading provide that:

(a) the wage rate for each classification of labour shown in the wage schedule included in the contract is a minimum rate only and contractors and subcontractors are not exempted from the payment of higher wages in any instance where, during the continuation of the work, wage rates in excess of those shown in the wage schedule have been fixed by provincial legislation, by collective agreements in the district, or by current practice;

(b) hours of work shall not exceed eight in the day and 44 in the week, except in emergency conditions approved by the Minister of Labour;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of eight per day and 44 per week;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Contracts for the Manufacture of Supplies and Equipment

Contracts awarded in April for the manufacture of supplies and equipment were as follows:

Department	*No. of Contracts*	*Aggregate Amount*
Defence Construction (1951) Ltd.	1	$ 5,500.00
Defence Production	172	1,093,909.00
Post Office	14	355,613.95
Royal Canadian Mounted Police	3	49,805.95

The Fair Wages and Hours of Labour legislation of the federal Government has the purpose of insuring that all Government contracts for works of construction and for the manufacture of supplies and equipment contain provisions to secure the payment of wages generally accepted as fair and reasonable in each trade or classification employed in the district where the work is being performed.

The practice of Government departments and those Crown corporations to which the legislation applies, before entering into contracts for any work of construction, remodelling, repair or demolition, is to obtain wage schedules from the Department of Labour showing the applicable wage deemed to be required in the execution of the work. These wage schedules are thereupon included with other relevant labour conditions as terms of such contracts to be observed by the contractors.

Wage schedules are not included in contracts for the manufacture of supplies and equipment because it is not possible to determine in advance the classifications to be employed in the execution of a contract. A statement of the labour conditions which must be observed in every such contract is however, included therein and is of the same nature and effect as those which apply in works of construction.

Copies of the federal Government's Fair Wages and Hours of Labour legislation may be had upon request to the Industrial Relations Branch of the Department of Labour, Ottawa.

(The labour conditions included in contracts for the manufacture of supplies and equipment provide that:

(a) all persons who perform labour on such contracts shall be paid such wages as are currently paid in the district to competent workmen; and if there is no current rate, then a fair and reasonable rate, but in no event shall the wages paid be less than those established by the laws of the province in which the work is being performed;

(b) the working hours shall be those fixed by the custom of the trade in the district, or if there be no such custom, then fair and reasonable hours;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of those fixed by custom of the trade in the district, or in excess of fair and reasonable hours;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Wage Claims Received and Payments Made during April

During April the sum of $2,288.77 was collected from nine contractors for wage arrears due their employees as a result of the failure of the contractors, or their subcontractors, to apply the wage rates and other conditions of employment required by the schedule of labour conditions forming part of their contract. This amount is for distribution to the 52 workers concerned.

Contracts Containing Fair Wage Schedules Awarded during April

(The labour conditions of the contracts marked (*) contain the General Fair Wages Clause providing for the observance of current or fair and reasonable rates of wages and hours of labour not in excess of eight per day and 44 per week, and also empower the Minister of Labour to deal with any question which may arise with regard thereto.)

Department of Agriculture

Winnipeg Man: Sucharov Electric, installation of light frames in east cereal greenhouse, Agriculture Research Laboratory.

Atomic Energy of Canada Limited

Whiteshell Man: Louis Ducharme & Associates Ltd, construction of staff bunkhouse, Nuclear Research Establishment.

Central Mortgage and Housing Corporation

St John's Nfld: Frank Melendy, exterior painting of 50 housing units (VR 1/49).

In addition, this Corporation awarded six contracts containing the General Fair Wages Clause.

Department of Citizenship and Immigration

Hobbema Indian Agency Alta: John Dick & Son, construction of basements for 38 houses, Hobbema IR; Vogel Bros, construction of road, Louis Bull Reserve. *Skeena River Indian Agency B C:* Eby & Sons Ltd, construction of staff residence, Port Simpson IDS, Port Simpson Reserve.

Defence Construction (1951) Limited

Dartmouth N S: Steen Mechanical Contractors Ltd, repairs to steam service from hangar "D" to Bldg 65, HMCS *Shearwater. Halifax N S:* L E Powell & Co Ltd, repairs to south approach to Jetty No 3, HMC Dockyard. *Montreal Que:* Weiss Electrical Contracting Co, rewiring HMCS *Donnacona. Valcartier Que:* J O Lambert Inc, extension to chapel, Camp. *Petawawa Ont:* Peter E Sylvestre & Sons Ltd, addition to officers' mess (Bldg N-102), Camp. *Trenton Ont:* Hugh Murray Ltd, construction of ILS installation, RCAF Station; A Stroud Ltd, construction of truck delivery & unloading facilities for POL Compound, RCAF Station; Evans Contracting Co Ltd, road repairs & drainage improvements, RCAF Station. *Cold Lake Alta:* Poole Engineering (1958) Ltd, runway repairs, RCAF Station. *Chilliwack B C:* Stevenson Construction Co, construction of bldg. *Various locations:* Two contracts in the restricted category.

Halifax N S: James F Lahey Ltd, exterior painting of seven bldgs, Windsor Park. *Camp Gagetown N B:* Cardinal Painting & Decorating Co Ltd, exterior repainting of 500 PMQs; F W Jackson & Sons Ltd, interior painting of 23 bldgs. *Barriefield Ont:* McGinnis & O'Connor Ltd, paving of Seventh St, RCEME School. *Camp Borden Ont:* Crosstown Paving Co Ltd, paving of seven drill hall entrances. *Petawawa Ont:* Frost Steel & Wire Co Ltd, supply & erection of security fencing in Camp. *Portage la Prairie Man:* Nelson River construction Ltd, improvements to drainage system, RCAF Station.

In addition, Defence Construction (1951) Ltd awarded four contracts containing the General Fair Wages Clause.

Department of Defence Production

Aldershot N S: Fred T Cleveland, exterior painting of 34 bldgs, Camp. *Clinton Ont:* D A McKay & Son, painting of 40 PMQs, RCAF Station. *Woodstock Ont:* Harrison & Green Construction Ltd, renovations to washrooms in Armoury. *Winnipeg, Headingly & Transcona Man:* Tallman Paving, repairs & resurfacing of roads, RCAF Station & transmitter sites. *Airdrie, Red Deer & Crossfield Alta:* Britton Construction Ltd, fabrication & erection of national survival warning sirens. *Lethbridge & Medicine Hat Alta:* Poole Construction Co Ltd, fabrication & erection of national survival warning sirens. *Belmont Park B C:* Hartmann & Guelich, interior painting of 25 residences; Heath Painting & Decorating Co Ltd, interior repainting of 20 residences. *Esquimalt B C:* Renfrew & Stewart Heating Ltd, re-roofing bldg No 89, HMCS *Naden.*

In addition, this Department awarded 87 contracts containing the General Fair Wages Clause.

National Harbours Board

Halifax N S: L G & M H Smith Ltd, reconstruction of rock-filled cribwork, Pier 9. *Montreal Harbour Que:* G M Gest Contractors Ltd, installation of lighting system, Champlain Bridge. *Montreal Que:* The Highway Paving Co Ltd, construction of roadways, sections 6, 7 & 8, Champlain Bridge; A-1 Electric Inc, electrical installation for toll plaza, Champlain Bridge; The Robert Mitchell Co Ltd, supply & installation of toll booths for toll plaza, Champlain Bridge.

Department of Northern Affairs and National Resources

Cape Breton Highlands National Park N S: R B Havill Ltd, construction of three toilet bldgs, Broad Cove Campgrounds. *Point Pelee National Park Ont:* Fontaine Nursery Farms Ltd, landscaping at Administration Bldg. *Banff National Park Alta:* Patrick Construction Co Ltd, construction of water supply line to Upper Hot Springs bathhouse & swimming pool.

In addition, this Department awarded one contract containing the General Fair Wages Clause.

Projects Assisted by Federal Loan or Grant

Owen Sound Ont: Schwenger Construction Co. construction of sewage treatment plant, Contract 2. *Broadview Sask:* A A Myers, construction of sewage lagoon. *Kelvington Sask:* G C McLeod Co Ltd, construction of outfall & sewage lagoon. *Melville Sask:* G C McLeod Co Ltd, construction of outfall, sewage pumping station, sewage pressure main & sewage lagoon. *Quill Lake Sask:* R B McLeod Co Ltd, construction of sewage pumping station, sewage pressure main & sewage disposal lagoon. *Wapella Sask:* Conacher Construction Ltd, construction of sewage pumping station, sewage pressure main & sewage disposal lagoon.

Department of Public Works

Happy Valley (Labr) Nfld: C A Pitts General Contractor Ltd & Drake Construction Ltd, construction of federal bldg. *Nain (Labr) Nfld:* Benson Builders Ltd, wharf reconstruction & extension. *Red Bay (Labr) Nfld:* Benson Builders Ltd, wharf repairs & extension. *Fox Roost Nfld:* Benson Builders Ltd, construction of breakwater. *Hussey's Cove (Port de Grave) Nfld:* J J Hussey Ltd, wharf reconstruction. *St Anthony Nfld:* Northern Equipment Associates, installation of water line & toilet facilities, federal bldg. *St John's*

Nfld: Murphy Excavation Co Ltd, demolition of Naval Bldg No 1. *Bay Fortune P E I:* Norman N MacLean, wharf repairs. *Egmont Bay P E I:* Edmond A Arsenault, wharf improvements. *Ballantyne's Cove N S:* Stanley Reid, wharf extension. *Cape John N S:* Colin R MacDonald Ltd, breakwater extension. *Dartmouth N S:* Atlas Construction Co Ltd, construction of storm sewers, paving & landscaping, Oceanographic & Hydrographic Research Station. *Halifax N S:* Modern Building Cleaning Services of Canada Ltd, cleaning interior, etc, Queen's Printer Bldg, Barrington St. *Little Judique Ponds N S:* Albert MacDonald, harbour improvements. *Back Bay N B:* Courtenay Concrete Ltd, breakwater extension. *Bathurst N B:* Diamond Construction (1961) Ltd, wharf improvements. *Blue Cove N B:* La Construction de St Paul Ltee, breakwater extension. *Lameque N B:* Diamond Construction (1961) Ltd, harbour improvements. *Petitcodiac N B:* La Construction Acadienne Ltee, construction of RCMP detachment quarters. *Sackville N B:* Modern Construction Ltd, construction of federal bldg. *Saint John (Negro Point) N B:* Diamond Construction (1961) Ltd, breakwater extension. *Abbotsford Que:* Yamaska Construction Inc, construction of post office bldg. *Bagotville Que:* J A Simard, construction of protection works. *Black Lake Que:* Herve Lessard & Sigefroid Labrecque, construction of post office bldg. *Grande Riviere Que:* Bisson Construction Inc, fishing harbour repairs. *Les Eboulements Que:* Les Constructions du St Laurent Ltee, wharf improvements. *Montreal Que:* Dave Lydon, removal of ashes, garbage, etc from federal bldgs; Ed's Cleaning Services, cleaning interior, etc, Unemployment Insurance Commission Bldg. *Phillipsburg Que:* Guy Leveille, construction of warehouse, long room & bus terminal for Customs & Immigration. *Quebec Que:* Entretiens Industriels & Sanitaires Orleans Enr, cleaning interior, etc, Pollack Bldg; Canadian Mechanical Handling Systems Ltd, supply & installation of mechanical mail handling equipment, new Postal Terminal Bdg; Marcel Legare, construction of Immigration Hangar, Bassin Louise. *St. Felicien Que:* Alphonse Dufour Ltee, construction of protection works. *St Joachim de Tourelle Que:* Ovila Tremblay & Willie Servant, wharf repairs. *Ste Rose du Nord Que:* Ovila Gauthier Ltee, wharf improvements. *Valcourt Que:* Boulais & Freres, construction of post office bldg. *Varennes Que:* P Baillargeon Ltee, construction of retaining wall. *Windsor Que:* Albert Morin, construction of federal bldg. *Bayfield Ont:* Looby Construction Ltd, repairs to pier. *Cornwall Ont:* John Entwistle Construction Ltd, construction of animal inspection corral & loading ramp. *Georgetown Ont:* Wilchar Construction Ltd, construction of federal bldg. *Hawkestone Ont:* John Gaffney Construction Co Ltd, wharf repairs. *London Ont:* Modern Building Cleaning Services of Canada Ltd, cleaning Postal Terminal Bldg. *Lucan Ont:* Zurich Hardware & Builders' Supplies Ltd, construction of post office bldg. *Ottawa Ont:* Hallmark Building Cleaning Ltd, interior cleaning, Beamish Bldg; Ron Construction Co Ltd, alterations & repairs to Langevin Bldg; Beaudoin Construction Ltd, alterations to certain areas, Trade & Commerce Bldg; Stanley G Brookes, installation of emergency lighting in certain areas, East Block, Parliament Bldgs; R & R Construction, alterations at 35 George St; Beaudoin Construction Ltd, general alterations in certain areas, Confederation Bldg (Job "A"); Ontario Building Cleaning Co Ltd, interior cleaning of UIC Bldg. *Portland Ont:* Howard S Clark, construction of post office bldg. *Sombra Ont:* George L Dillon Construction Ltd, construction of wharf approach. *Toronto Ont:* Taymouth Industries Ltd, installation of movable metal partitions, dais & counters for Department of Citizenship & Immigration, Arthur Meighen Bldg. *Weston Ont:* Wembley Construction Co Ltd, construction of federal bldg. *Churchill Man:* Alberta Building Co Ltd, construction of intake pumphouse. *Lena Man:* Gertz Construction Ltd, construction of Customs Highway office & residence. *Borden Sask:* H J Tubby & Son Ltd, construction of post office bldg. *Coutts Alta:* Nelson's Plumbing & Heating, installation of water & sewer services to staff houses. *Gibsons Landing B C:* Greenlees Piledriving Co Ltd, breakwater repairs. *Halfmoon Bay B C:* Quadra Construction Co Ltd, wharf & float repairs. *Turkey Head (Oak Bay) B C:* Midland Construction Co, repairs to retaining wall. *Vancouver B C:* John's Window Cleaning, cleaning windows in federal bldgs. *Cambridge Bay N W T:* Solar Construction Co Ltd, wharf construction. *Yellowknife N W T:* Sorensen's Painting & Decorating, painting of government housing units. *Whitehorse Y T:* 918 Construction Ltd, moving of two houses.

In addition, this Department awarded 38 contracts containing the General Fair Wages Clause.

The St. Lawrence Seaway Authority

Chippawa Ont: Bridge & Tank Co of Canada Ltd, repair & modification of highway bridge across Welland River (Stage 1). *St Catharines Ont:* Annett Chemicals Ltd, grouting with chrome lignin at Locks 5 & 6, Welland Canal.

Gander Nfld: Norman Dick Ltd, completion of revised air conditioning system for traffic control area, Air Terminal Bldg, International Airport. *Port aux Basques Nfld:* Pius Sullivan & Sons Ltd, construction of deep well water supply, Loran & Decca Stations. *Moncton N B:* Abbey Landry Ltd, construction of lean-to for housing Department of Transport helicopters. *House Harbour M I Que:* Scott Wheaton Ltd, improving runway drainage. *Mont Joli Que:* Arno Electric Reg'd, construction of transmitter bldg & associated work. *Quebec Que:* Roger Vezina, construction of garage, firehall bldg & related work. *Clear Lake Man:* Arnason Engineering Co Ltd, construction of NDB bldg & related work. *Flin Flon Man:* Surety Construction Co Ltd, construction of NDB bldg. *Thompson Man:* J S Quinn Construction Co Ltd, construction of NDB bldg. *Calgary Alta:* McCormick Electric Ltd, installation of LI approach lighting, approaches 10 & 28. *Fort McMurray Alta:* Forest Construction Ltd, construction of air terminal bldg & related work. *Fort St John B C:* McCormick Electric Ltd, construction of LI approach lighting to runway 20 & related work, Airport. *Nanaimo B C:* Crown Construction Co, construction of dwelling, Entrance Island. *Quesnel B C:* R G Lockhart & Son Contracting Co Ltd, supply & installation of airport boundary fence.

Recent Regulations

(*Continued from page 735*)

General Provisions—The general provisions dealing with notices, contracts, records and earnings statements are substantially the same as before. Before beginning operations, every employer must send the Commission written notice of his plans, at the same time specifying the number of copies of the forestry order required for posting in his camps.

Unless exempted, the employer must now send the Commission a copy of every engagement contract within 12 days from date of signature instead of on termination of employment. Also, a copy of the employee's pay statement must now be forwarded to the Commission within 12 days after the employee's departure.

In line with former practices, the order again provides that an employee must be reimbursed for his transportation expenses to and from the camp (including board, lodging and baggage), with an employer being permitted to claim any sums specified on the hiring contract. The revised order also stipulates, however, that no gate toll may be claimed from the employee.

The provisions respecting records and pay statements were amended to conform with the changes in the vacation and overtime provisions. The order also contains the usual provisions regarding the posting of orders, regulations or other documents sent by the Commission.

PRICES AND THE COST OF LIVING

Consumer Price Index, May 1962

The consumer price index (1949=100) declined 0.2 per cent from 130.3 to 130.1 between the beginning of April and May.* Declines in the food and clothing indexes offset increases in the housing, transportation, health and personal care, and recreation and reading indexes. The tobacco and alcohol index was unchanged.

The index for May 1961 was 129.0.

The food index declined 1.0 per cent, from 125.8 to 124.5, as butter prices dropped from 70 to 58 cents per pound and lower prices were reported also for eggs, fats, chicken, and some fresh and canned fruits and vegetables, particularly cabbage. Prices were higher for beef, some pork, lamb, veal, apples, fresh tomatoes and flour.

The housing index rose 0.4 per cent from 134.0 to 134.5, as the shelter component moved to a higher level but the household operation component was unchanged. In shelter, rents were unchanged but the home-ownership index was higher. In household operation, lower prices for fuel and furniture balanced higher prices for floor coverings, textiles, utensils and equipment and household services.

The clothing index declined 0.4 per cent, from 113.2 to 112.8. Somewhat higher prices for men's wear and footwear were more than balanced by lower prices for women's and children's wear, and piece goods.

The transportation index rose 0.1 per cent, from 140.2 to 140.4, as a result of price increases in both the automobile operation and local transportation components. In automobile operation, higher automobile insurance premiums offset lower prices for new passenger cars. Higher bus fares moved the local transportation index.

The health and personal care index increased 0.1 per cent from 158.1 to 158.2. The health care component was unchanged but the personal care component rose as price increases occurred for both men's haircuts and women's hairdressing.

The recreation and reading index moved from 146.6 to 147.1, an increase of 0.3 per cent. Prices were higher for motion picture admissions, bicycles and toys in the recreation component. The reading component was unchanged.

The tobacco and alcohol index was unchanged at 117.9. Minor price changes for cigarettes and cigarette tobacco failed to move the tobacco index.

Group indexes one year earlier (May 1961) were: food 123.2, housing 132.9, clothing 112.4, transportation, 141.8, health and personal care 155.3, recreation and reading 146.0, tobacco and alcohol 115.8.

City Consumer Price Indexes, April 1962

Consumer price indexes (1949=100) between March and April rose in nine of the ten regional cities.* The index for Vancouver remained unchanged.

Increases ranged from 0.2 per cent in Halifax and Saint John to 0.6 per cent in St. John's.

Food indexes rose in all cities, with increases ranging from 0.3 per cent in Halifax to 1.8 per cent in Winnipeg. Housing indexes were down in three cities, up in four, and unchanged in the other three. In five cities clothing indexes were higher, in two lower, and in three unchanged from the previous month. The transportation index rose in all cities. There were seven higher health and personal care indexes, one lower, and two unchanged. Recreation and reading rose in five cities and fell in five. The index for tobacco and alcohol was constant in all cities except Montreal, where it increased.

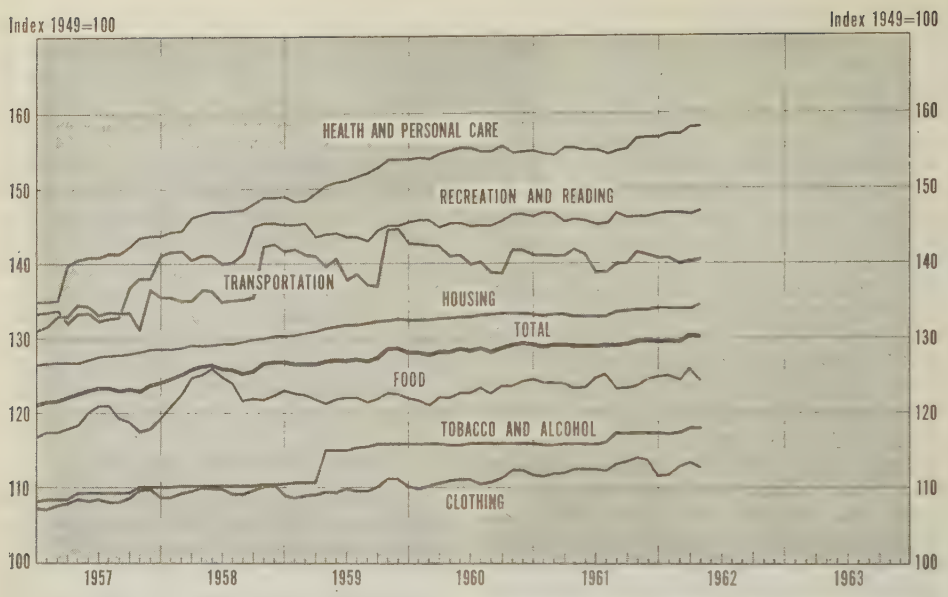
This month introduces revised regional city indexes in which the items included in these indexes, and their weights, have been brought into line with more current family spending habits as recorded in the family expenditure survey of 1957, the indexes previously having been based on expenditure patterns in 1947-48. The revised indexes continue on the time base 1949=100.

The methods and techniques employed in revising these city indexes are identical to those used in revising the national consumer price index a year ago (L.G., Apr. 1961, p. 398). A comprehensive review of the revision is available in the Dominion Bureau of Statistics occasional paper 62-518,

* *See* Table F-1 at back of this issue.

* *See* Table F-2 at back of this issue.

CONSUMER PRICE INDEX



The Consumer Price Index for Canada (1949=100) Revision Based on 1957 Expenditures.

In Table F-2 at the back of this issue, the all-items indexes shown for March and April, and the group indexes for April are the revised 1957-weighted indexes. These new indexes have been linked to, and are identical with the 1947-48 weighted indexes already published for February 1962 (L.G., Apr., p. 492). For March 1962, the new all-items indexes are, in almost all cases, also identical to the 1947-48 weighted indexes already published for that month (L.G., May, p. 579) but some of the group indexes are somewhat different in some cities. Beginning with this issue, the 1947-48 weighted indexes will be discontinued and the regional city indexes will be the 1957-weighted indexes.

Regional consumer price index point changes between March and April were as follows: St. John's +0.7 to 117.4†; Ottawa +0.7 to 131.7; Winnipeg +0.6 to 128.9; Saskatoon-Regina +0.6 to 127.3; Edmonton-Calgary +0.5 to 125.5; Montreal +0.4 to 130.5; Toronto +0.4 to 132.1; Halifax +0.3 to 130.0; Saint John +0.3 to 131.1. Vancouver remained unchanged at 129.2.

Wholesale Price Index, April 1962

Canada's general wholesale price index (1935-39=100) edged up 0.1 per cent in April to 237.4 from 237.1 in March. It was 2.8 per cent above last year's April index of 230.9.

Four of the eight major group indexes were higher, three were lower, and the non-metallic minerals products group index was unchanged at 187.8.

Animal products group index increased 0.5 per cent in April to 256.2 from 255.0 in March. The wood products group index also rose 0.5 per cent, to 311.7 from 310.0. Non-ferrous metals products group index rose 0.4 per cent to 188.7 from 188.0, and the chemical products group index edged up to 190.3 from 190.2.

Decreases of 0.2 per cent or less occurred in indexes for: textile products, to 238.7 from 239.1; iron products, to 257.1 from 257.5; and vegetable products, to 210.2 from 210.5.

The index of Canadian farm product prices at terminal markets (1935-39=100) increased 0.6 per cent to 220.3 from 218.9 in the three-week period ended April 19.

The animal products index rose 1.0 per cent to 273.9 from 271.2, reflecting higher prices for hogs and calves on both eastern and western markets, lambs and poultry in the East, and cheesemilk and steers in the West. Prices were lower for eggs, both east and west, and for steers in the East. The field products index moved up 0.1 per cent to 166.7 from 166.5. Prices were higher for rye on both markets, barley and oats in the East, and hay and potatoes in the West; lower for potatoes and hay in the East.

† On base June 1951=100.

U.S. Consumer Price Index, April 1962

The United States consumer price index (1957-59=100) rose 0.2 per cent, from 105.0 to 105.2, between mid-March and mid-April. In April 1961 it was 1.3 per cent lower.

In the past three months it has risen as much as it did in the preceding 12 months. For the third month in succession, the April index is a record high.

The largest increase in the month—4.4 per cent—was in prices for used cars. Prices for fresh fruits and vegetables, gasoline and medical services also rose. Prices were lower for poultry, eggs, milk, fuel oil and home furnishings.

British Index of Retail Prices, March 1962

The British index of retail prices (Jan. 17, 1956=100) rose half a point, from 117.6 to 118.1, between mid-February and mid-March. A year earlier it was 112.7.

On the base Jan. 16, 1962=100, it rose from 100.1 to 100.5.

Food prices were up about 1 per cent, and charges for services increased nearly 1 per cent.

Publications Recently Received in Department of Labour Library

The publications listed below are not for sale by the Department of Labour. Persons wishing to purchase them should communicate with the publishers. Publications listed may be borrowed by making application to the Librarian, Department of Labour, Ottawa. Students must apply through the library of their institution. Applications for loans should give the number (numeral) of the publication desired and the month in which it was listed in the *Labour Gazette*.

List No. 164

Annual Reports

1. British Columbia. Department of Labour. *Annual Report for the Year ended December 31, 1961.* [Victoria?] Queen's Printer, 1962. Pp. 95.

2. Canada. Department of Labour. Canadian Vocational Training Branch. *Report for the Fiscal Year ended March 31, 1961.* Ottawa, Queen's Printer, 1962. Pp. 18.

3. Canada. Department of Labour. Legislation Branch. *Provincial Labour Standards concerning Child Labour, Holidays, Hours of Work, Minimum Wages, Equal Pay for Equal Work, Workmen's Compensation, Fair Employment Practices, and Weekly Rest-Day.* December 1961. Ottawa, Queen's Printer, 1962. Pp. 31.

Manitoba. Department of Labour. *Annual Report for the Calendar Year ending December 31, 1961.* Winnipeg, 1962. Pp. 154.

5. New Brunswick. Department of Labour. *Report for the Year ending March 31, 1961.* Fredericton [1962?]. Pp. 56.

6. Nova Scotia. Department of Labour. *Annual Report, Fiscal Year ended March 31, 1961.* Halifax, Queen's Printer, 1961. Pp. 59.

7. Saskatchewan. Department of Labour. *Seventeenth Annual Report for the Twelve Months ended March 31, 1961.* Regina, Queen's Printer, 1962. Pp. 135.

Automation

8. Dymond, William Richard. *Technological Changes and Their Impact on Employment and Occupations. A Report prepared for the Special Committee of the Senate of Canada on Manpower and Employment by the Economics and Research Branch, Department of Labour, Ottawa.* Ottawa, Dept. of Labour, 1961. Pp. 35.

Included in the Proceedings of the Senate Special Committee on Manpower and Employment. Pt. 6 p. 329-351.

9. United Steelworkers of America. *Steelworkers and Automation.* [Pittsburgh, 1961?]. Pp. 15.

Civil Service

10. Civil Service Clerical Association. *Fifty-ninth Annual Report, 1961.* London, 1962. Pp. 104.

11. Hart, Wilson R. *Collective Bargaining in the Federal Civil Service; a Study of Labor-Management Relations in United States Government Employment.* [1st ed.]. New York, Harper, 1961. Pp. 302.

Presents the arguments of critics and defenders of the U.S. Government's traditional position on labour-management relations. Includes information on collective bargaining in private industry; the policies and experiences of federal and non-federal government agencies

that have introduced elements of collective bargaining; proposed legislation in the field of compulsory arbitration, etc.

Conferences

12. Conference of European Statisticians. 9th, Geneva, 1961. *Report of the 9th Plenary Session, 10-14 July 1961.* Geneva, United Nations, 1961. Pp. 28, 2.

13. National Conference of Canadian Universities and Colleges. *Proceedings, 37th Meeting, 8, 9, 10 June 1961, McGill University.* Ottawa, Canadian Universities Foundation [1962?]. Pp. 138.

14. Workshop [on] Practice of Social Work in Rehabilitation, University of Chicago, 1960. *Proceedings.* Chicago, School of Social Service Administration, University of Chicago [1961?]. Pp. 159.

Workshop held June 20-26, 1960. Co-sponsored by the School of Social Service Administration, University of Chicago, and the National Society for Crippled Children and Adults, Inc.

Economic Conditions

15. Deutch, John J., Ed. *The Canadian Economy: Selected Readings.* [Edited by] John J. Deutsch [and others]. Toronto, Macmillan, 1961. Pp. 549.

Intended as an aid in the teaching of economic principles in Canadian universities and colleges.

16. Study Conference on Problems of Economic Development. 1st, Bellagio, Italy, 1960. *Regional Economic Planning; Techniques of Analysis for Less Developed Areas. Papers and Proceedings of the First Study Conference on Problems of Economic Development organized by the European Productivity Agency. Bellagio, Italy, June 19-July 1, 1960.* Edited by Walter Isard [and] John H. Cumberland. Paris, European Productivity Agency of the O.E.E.C., 1961. Pp. 450.

17. United Nations. Department of Economic and Social Affairs. *World Economic Survey, 1960.* New York, 1961. Pp. 237.

18. U.S. Congress. Joint Economic Committee. *January 1962 Economic Report of the President. Hearings before the Joint Economic Committee, Congress of the United States, 87th Congress, 2nd Session, pursuant to Sec. 5 (a) of Public Law 304 (79th Congress).* Washington, GPO, 1962. Pp. 845.

19. U.S. Department of Commerce. Office of Business Economics. *Business Statistics, 1961.* Washington, GPO, 1961. Pp. 342.

Education

20. Canadian Conference on Educational Research. 2nd, Macdonald College, 1961. *Second Canadian Conference on Educational Research, Macdonald College. Ste-Anne-de-Bellevue, June 8, 9, and 10, 1961.* C. P. Collins, Ed. Toronto, Canadian Education Association, 1961. Pp. 90.

Conference sponsored jointly by the Canadian Council for Research in Education and the Canadian Education Association.

21. Collins, Cecil P., Ed. *Research in Education.* Ottawa, Canadian Conference on Education, 1961. Pp. 53.

Six men in the field of education in Canada discuss the need for educational research in this country.

Employment Management

22. Canada. Department of Labour. Economics and Research Branch. *Sickness and Accident Provisions in Canadian Industries.* Ottawa, Queen's Printer, 1961. Pp. 29.

Provides information about sickness and accident benefit plans and paid sick leave plans.

23. International Labour Office. *Termination of Employment (Dismissal and Lay-off.* Seventh item on the agenda. Geneva, 1961-1962. 2 volumes.

At head of title: Report 7(1)-(2) International Labour Conference. 46th Session, Geneva, 1962.

Part 1 contains a review of national law and practice with respect to termination of employment as well as a questionnaire to be completed by member governments. Part 2 contains replies from 68 member governments and proposed conclusions based on the replies.

24. U.S. Bureau of Labor Statistics. *Employer Expenditures for Selected Supplementary Remuneration Practices for Production Workers in Manufacturing Industries, 1959.* Washington, GPO, 1962. Pp. 124.

Human Relations

25. Bakke, Edward Wight. *The Human Resources Function.* Urbana, Institute of Labor and Industrial Relations, University of Illinois, 1961. Pp. 14.

The author defines the human resources function as "the function which is related to the understanding, maintenance, development, effective employment, and integration of the potential in the resource 'people'."

26. Richardson, Frederick Leopold William. *Talk, Work, and Action.* Ithaca, N.Y., Society for Applied Anthropology, 1961. Pp. 96.

The author, an applied anthropologist, studied a work group in a factory to observe the effect of the work environment on the individual members of the group. He shows that sufficient stress can cause individuals to suffer physical and mental ill health.

Labour Organization

27. Confédération Des Syndicats Nationaux. *Congrès spécial, Québec, P.Q., 1961.* Quebec [1962?]. Pp. 200.

The Confédération des Syndicats Nationaux was formerly known as the Confédération des Travailleurs catholiques du Canada.

28. Geijer, Arne. *The Function of the International Confederation of Free Trade Unions.* Urbana, Institute of Labor and Industrial Relations, University of Illinois, 1960. Pp. 8.

The author is president of the International Confederation of Free Trade Unions.

29. Ontario Federation of Labour (CLC). *Report of Proceedings, Fifth Annual Convention, Windsor, Ontario, November 6, 7, 8, 1961.* Toronto [1962?]. Pp. 70.

30. Derber, Milton. *Industrial Homework: An Old Problem Lingers On.* Urbana, Institute of Labor and Industrial Relations, University of Illinois, 1959. Pp. 11.

The author points out that as long as industrial homework ". . .is carried on in conformity with legal standards of wages, hours, health and working conditions, and therefore cannot be said to represent an unfair threat to factory enterprise or to the public health, it would qualify as legitimate work."

31. Geysen, Raymond. *Jurisprudence du travail* (1956-1960) *avec notes critiques.* Bruxelles, F. Larcier, 1961. Pp. 401.

Text in Flemish and French. A review of Belgian labour legislation.

32. Knoellinger, Carl Erik. *Labor in Finland.* Cambridge, Harvard University Press, 1960. Pp. 300.

Examines the Finnish labour market, industrial relations and labour unions, employers' associations, collective bargaining, etc.

33. Newcomb, Robert. *The Management Consultant looks at the Labor Press,* by Robert Newcomb and Marg. Sammons. Urbana, Institute of Labor and Industrial Relations, University of Illinois, 1960. Pp. 8.

The two speakers are partners in Newcomb and Sammons, management and public relations consultants, Chicago. They make some suggestions about selling a communications program in a plant.

34. Ontario Farmer-Labour Conference. 3rd, Port Elgin, 1961. *Report.* Toronto, Ontario Federation of Labour [1962?]. Pp. 45.

Conference held June 17 and 18 1961, and sponsored by the Ontario Federation of Agriculture, Ontario Farmers' Union, and the Ontario Federation of Labour.

Management

35. Baldamus, W. *Efficiency and Effort; an Analysis of Industrial Administration.* London, Tavistock Publications 1961. Pp. 139.

Examines the human factor in labour efficiency

36. National Industrial Conference Board. *Division Financial Executives,* by Carl G. Baumes. New York, 1961. Pp. [61].

"This report, which is based on the experiences of 123 divisionalized manufacturing companies. . .shows the prevailing assignments of responsibility between division and headquarters financial departments for 34 financial functions."

Older Workers

37. Heron, Alastair. *Ageing and the Semi-Skilled: a Survey in Manufacturing Industry on Merseyside,* by Alastair Heron and Sheila M. Chown, assisted by M. S. Featherstone and Catherine M. Cunningham. London, HMSO, 1961. Pp. 59.

Deals with the status, performance well-being and prospects of male semi-skilled workers over 40 years of age. The authors feel that the employing firm should minimize the various stresses placed on the employee during a period of about 20 years before he retires.

38. Hunter, Woodrow Wilson. *Older People tell Their Story; Report of a Survey of the Needs of Older People undertaken in Grand Rapids, Michigan, and Recommendations for Community Action developed by a local Forum on Aging, by* Woodrow W. Hunter and Helen Maurice. Ann Arbor, University of Michigan, Institute for Human Adjustment, Division of Gerontology, 1953. Pp. 99.

A survey was undertaken among older people in Grand Rapids to see what they felt to be their problems and how these problems could be overcome.

39. Wermel, Michael Theodore. *Retirement Preparation Programs; a Study of Company Responsibilities,* by Michael T. Wermel and Geraldine M. Biedeman. Pasadena, Benefits and Insurance Research Centre, Industrial Relations Section, California Institute of Technology, 1961. Pp. 194.

Partial Contents: Concern about Adjustment to Retirement. Governmental Activities. The Role of Voluntary Organizations in the Community. The Place of Educational Institutions. The Work of Labour Organizations. The Role of the Company. A Survey of Company Retirement Preparation Programs. Prevalence of Retirement Preparation Programs. Retirement Adjustment Problems—Management's Responsibility? Ways of helping Employees plan for Retirement. Company Practices in Retirement Preparation. Retirement Preparation as an Employee Service.

Pensions

40. National Trust Company, Limited. *A Study of Canadian Pension Plans.* 2d ed. Toronto, 1961. Pp. 177.

Reviews 157 plans in 66 industries. Provides information on funding medium, eligibility, retirement age, employee contribution, pension formula and benefits prior to normal retirement.

41. U.S. Congress. House. Committee on Education and Labor. *Welfare and Pension Plan Amendments of 1961; Report to accompany H.R. 8723.* Washington, GPO, 1961. Pp. 35.

The U.S. Congressional House Committee on Education and Labor considered a bill to amend the Welfare and Pension Plans Disclosure Act of 1958 with respect to the method of enforcement and to provide certain additional sanctions, etc.

Productivity

42. British Productivity Council. *Productivity, Men and Methods.* Papers given at the 1960 Production Exhibition, London. London [1961?]. 8 parts.

Contents: 1. Computers and production control. 2. Fitting the job to the worker. 3. Work study and industrial engineering. 4. Variety reduction. 5. Quality control. 6. Communications in industry. 7. Training of supervisors. 8. Organizing for cost reduction.

43. U.S. Bureau of Labor Statistics. *Technological Change and Productivity in Bituminous Coal Industry 1920-60.* Washington, GPO, 1961. Pp. 136.

Large-scale mechanization has led to a substantial increase in productivity which in turn has provided the basis for higher wages and greater benefits for workers in the industry. At the same time, mechanization has brought about the displacement of thousands of mine workers, resulting in economic hardship for their families and communities.

Wages and Hours

44. Robertson, Donald J. *The Economics of Wages and the Distribution of Income.* London, Macmillan, 1961. Pp. 242.

Designed as a textbook for British readers. Examines wage payment systems, wage determination, differentials, wage policy in depression and inflation, etc.

45. U.S. Bureau of Labor Statistics. *Escalator Clauses from Selected Collective Bargaining Agreements, May 1961.* Washington, 1961. Pp. 17.

Deals with "Cost of Living Allowance" clauses in nine different collective agreements.

46. U.S. Bureau of Labor Statistics. *Wages and Related Benefits, 82 Labor Markets, 1960-61: Occupational Earnings; Supplementary Practices; Labor-Management Agreement Coverage.* Washington, GPO, 1962. Pp. 136.

Summarizes the information issued in 82 separate parts under the general heading: Occupational wage survey.

Youth—Employment

47. Great Britain. National Youth Employment Council. *Interim Report on the Employment and Training of Young People, April 1959-October 1961.* London, HMSO, 1961. Pp. [21].

48. U.S. Congress. House. Commitee on Education and Labor. *Youth Employment Opportunities Act of 1961. Hearings before the General Subcommittee on Labor of the Committee on Education and Labor, House of Representatives, Eighty-seventh Congress, First Session, on H.R.7536, a Bill to authorize Pilot Training and Employment Programs for Youth including On-the-Job and Other Appropriate Training, Local Public Service Programs, and Conservation Programs . . .* Washington, GPO, 1961. Pp. 547.

Hearings held June 14-July 6, 1961.

49. U.S. Congress. Senate. Committee on Labor and Public Welfare. *Youth Employment Act: Youth Conservation Corps. Hearings before the Subcommittee on Employment and Manpower of the Committee on Labor and Public Welfare, United States Senate, Eighty-seventh Congress, First Session on S.404 and S.2036, Bills relating to the Training and Employment of the Nation's Youth, and for Other Purposes. . .* Washington, GPO, 1961. Pp. 415.

Hearings held June 12-23, 1961. The two bills under consideration were S.404, "a Bill to authorize the establishment of a Youth Conservation Corps to provide healthful outdoor training and employment for young men and to advance the conservation, development, and management of national resources of timber, soil, and range, and of recreational areas"; and S.2036, "a Bill to authorize pilot training and employment programs for youth including on-the-job and other appropriate training, local public service programs, and conservation programs."

Miscellaneous

50. Canada. Department of Labour. Economics and Research Branch. *Engineering and Scientific Manpower Resources in Canada: Their Employment, Earnings, and Salary Rates, 1960-61.* Ottawa, Queen's Printer, 1961. Pp. 63.

51. Conference on Data Systems Languages. Short Range Task Force. *COBOL; Report to Conference on Data Systems Languages, including Revised Specifications for a Common Business Oriented Language (COBOL) for programming Electronic Digital Computers.* Washington, Dept. of Defense, 1961. 1 volume (various pagings).

"The use of COBOL for programming 'business type data processing problems' on computers is expected to assist materially in effec-

tive and economical utilization of electronic digital computers by reducing the time and cost of programming efforts."

52. ESTALL, ROBERT CHARLES. *Industrial Activity and Economic Geography; a Study of the Forces behind the Geographical Location of Productive Activity in Manufacturing Industry,* by R. C. Estall and R. Ogilvie Buchanan. London, Hutchinson University Library, 1961. Pp. 232.

Examines the question of industrial location and uses three specific industries—iron and steel, automobile manufacture, and oil refining —as examples.

53. INTERNATIONAL LABOUR OFFICE. *Prohibition of the Sale, Hire and Use of Inadequately Guarded Machinery.* Sixth item on the agenda. Geneva, 1961-1962. 2 volumes.

At head of title: Report 6(1)-(2) International Labour Conference. 46th Session, Geneva, 1962.

Part 1 contains a review of law and practice in various countries and a questionnaire regarding the preparation of one or more international instruments on this subject. Part 2 contains replies from 77 countries and proposed conclusions based on the replies.

54. KUZNETS, SIMON SMITH. *Capital in the American Economy; its Formation and Financing,* by Simon Kuznets, assisted by Elizabeth Jenks. Princeton, Princeton University Press, 1961. Pp. 664.

"Summarizes major trends in real capital formation and financing, and the factors that determined the trends."

55. LONDON, ONT. UNIVERSITY OF WESTERN ONTARIO. FACULTY OF LAW. *Current Law and Social Problems.* Vol. 2. Editor: R. St. J. Macdonald. Toronto, University of Toronto Press, 1961. Pp. 261.

Contains articles on criminal law, law and morals, current problems in international law, foreign investment in underdeveloped countries, etc.

56. MODIGLIANI, FRANCO. *The Role of Anticipations and Plans in Economic Behavior and Their Use in Economic Analysis and Forecasting,* by Franco Modigliani and Kalman J. Cohen. Urbana, University of Illinois, 1961, Pp. 166.

57. SMITH, OSCAR S. *Changing Industrial Relations Problems in Atomic Energy.* Urbana, Institute of Labor and Industrial Relations, University of Illinois, 1959. Pp. 15.

The author is director of the Office of Industrial Relations of the United States Atomic Energy Commission.

58. U.S. CONGRESS. SENATE. COMMITTEE ON LABOR AND PUBLIC WELFARE. *Emergency Employment Acceleration Act. Hearings before the Subcommittee on Employment and Manpower of the Committee on Labor and Public Welfare, United States Senate, Eighty-seventh Congress, First Session on S.986, a Bill to assist in the Reduction of Unemployment through the Acceleration of Capital Expenditure Programs of State and Local Public Bodies.* Washington, GPO, 1961. Pp. 235.

Hearings held May 17-June 12, 1961.

59. WOODWARD, (SIR) LLEWELLYN. *British Foreign Policy in the Second World War.* London, HMSO, 1962. Pp. 592.

This is one of the books in the series of official histories of the Second World War published by the British Government.

Women's Bureau Issues Bulletin for Older Women Seeking Work

Helpful information for older women who are planning to go to work, either for the first time or after a period of absence from it, is contained in a new bulletin just published by the Women's Bureau of the Department of Labour, entitled *Job Training for the Mature Woman Entering or Re-entering the Labour Force.*

The bulletin, which may be obtained from the Women's Bureau, gives information on how a woman may set about preparing herself for employment and on the various kinds of training that are available.

After giving some general information about training, the pamphlet goes on to describe the training possibilities for 18 particular occupations. There is a brief description of the duties of each occupation, the qualifications that are required, and the courses of training available.

Sources of further information on training are also given.

LABOUR STATISTICS

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A—Labour Force

TABLE A-1—REGIONAL DISTRIBUTION, WEEK ENDED MAY 19, 1962

(Estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Canada	Atlantic Region	Quebec	Ontario	Prairie Region	British Columbia
The Labour Force	6,590	601	1,830	2,394	1,168	597
Men	4,819	456	1,354	1,715	853	441
Women	1,771	145	476	679	315	156
14—19 years	598	68	193	178	116	43
20—24 years	844	85	273	275	146	65
25—44 years	2,980	248	841	1,109	507	275
45—64 years	1,941	175	477	744	350	195
65 years and over	227	25	46	88	49	19
Employed	6,254	534	1,716	2,313	1,132	559
Men	4,534	394	1,253	1,653	823	411
Women	1,720	140	463	660	309	148
Agriculture	681	52	134	160	310	25
Non-agriculture	5,573	482	1,582	2,153	822	534
Paid Workers	5,086	427	1,438	1,982	760	479
Men	3,543	301	1,007	1,383	507	345
Women	1,543	126	431	599	253	134
Unemployed	336	67	114	81	36	38
Men	285	62	101	62	30	30
Women	51	*	13	19	*	*
Persons not in the Labour Force	5,604	631	1,658	1,870	913	532
Men	1,244	158	367	387	201	131
Women	4,360	473	1,291	1,483	712	401

* Less than 10,000

TABLE A-2—AGE, SEX AND MARITAL STATUS, WEEK ENDED MAY 19, 1962, CANADA

(Estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Total	14–19 years all persons	20–64 years				65 years and over all persons
			Men		Women		
			Married	Other	Married	Other	
Population 14 years of age and over [1]	12,194	1,807	3,579	940	3,643	911	1,314
Labour force	6,590	598	3,460	832	840	633	227
Employed	6,254	536	3,307	753	824	616	218
Unemployed	336	62	153	79	16	17	*
Not in labour force	5,604	1,209	119	108	2,803	278	1,087
Participation rate [2]							
1962, May 19	54.0	33.1	96.7	88.5	23.1	69.5	17.3
April 21	53.3	31.8	96.1	85.1	22.8	69.9	16.9
Unemployment rate [3]							
1962, May 19	5.1	10.4	4.4	9.5	1.9	2.7	*
April 21	7.5	12.6	7.1	14.2	2.5	3.0	5.9

[1] Excludes inmates of institutions, members of the armed services, Indians living on reserves and residents of the Yukon and Northwest Territories.

[2] The labour force as a percentage of the population 14 years of age and over.

[3] The unemployed as a percentage of the labour force.

* Less than 10,000 unemployed.

TABLE A-3—UNEMPLOYED, WEEK ENDED MAY 19, 1962

(Estimates in thousands)

SOURCE: DBS Labour Force Survey

—	May 1962	April 1962	May 1961
Total unemployed	336	485	457
On temporary layoff up to 30 days	12	28	18
Without work and seeking work	324	457	439
Seeking full-time work	307	440	416
Seeking part-time work	17	17	23
Seeking under 1 month	62	71	70
Seeking 1-3 months	93	145	120
Seeking 4-6 months	88	154	141
Seeking more than 6 months	81	87	108

B—Labour Income

TABLE B-1—ESTIMATES OF LABOUR INCOME

NOTE: Monthly and quarterly figures may not add to annual totals because of rounding.

($ Millions)

SOURCE: Dominion Bureau of Statistics

Year and Month	Monthly Total			Quarterly Totals[1]						
	Mining	Manufacturing	Transportation, Storage and Communication[2]	Forestry	Construction	Public utilities	Trade	Finance Services (including Government)	Supplementary Labour income	Totals[3]
1957—Total	535	4,838	1,661	336	1,311	277	2,265	3,920	683	16,018
1958—Total	527	4,823	1,685	270	1,317	307	2,360	4,303	727	16,521
1959—Total	552	5,096	1,785	288	1,279	332	2,528	4,653	746	17,463
1960—Total	551	5,188	1,896	326	1,245	344	2,638	5,019	790	18,119
1961—Total	545	5,348	1,862	285	1,225	356	2,737	5,475	827	18,884
1961—										
March	44.5	426.4	144.4							1,482.3
April	43.2	430.9	148.1							1,508.8
May	45.6	441.8	153.8	62.4	302.5	88.8	678.6	1,375.1	205.6	1,563.9
June	46.3	457.5	165.5							1,629.4
July	46.2	451.2	166.9							1,615.3
August	46.2	459.3	162.2	75.4	373.8	91.9	690.3	1,375.3	210.2	1,629.9
September	46.3	464.6	162.0							1,657.7
October	46.3	463.0	159.0							1,644.9
November	46.2	458.8	158.1	85.1	311.5	89.9	712.2	1,413.5	211.9	1,625.1
December	45.5	451.3	152.0							1,585.8
1962—										
January	45.8	459.7	151.2							1,565.7
February*	45.2	455.9	152.1	68.2	254.9	89.7	687.4	1,422.1	211.9	1,575.7
March†	45.3	460.7	149.7							1,588.8

[1] Quarterly figures are entered opposite the middle month of the quarter but represent quarterly totals.

[2] Includes post office wages and salaries.

[3] Figures in this column are for total labour income, Canada, but are not totals of the figures in the remaining columns of this table, as figures for labour income in Agriculture, Fishing and Trapping are not shown.

* Revised.

† Preliminary.

C—Employment, Hours and Earnings

Tables C-1 to C-3 are based on reports from employers having 15 or more employees—at March 1962 employers in the principal non-agricultural industries reported a total employment of 2,745,520. Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage earners in the reporting firms.

TABLE C-1—EMPLOYMENT, PAYROLLS AND WEEKLY WAGES AND SALARIES

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Year and Month	Industrial Composite			Manufacturing		
	Index Numbers (1949-100)[1]		Average Weekly Wages and Salaries	Index Numbers (1949-100)		Average Weekly Wages and Salaries
	Employment	Average Weekly Wages and Salaries		Employment	Average Weekly Wages and Salaries	
			$			$
Averages						
1957	122.6	158.1	67.93	115.8	159.1	69.94
1958	117.9	163.9	70.43	109.8	165.3	72.67
1959	119.7	171.0	73.47	111.1	172.5	75.84
1960	118.7	176.5	75.83	109.5	177.8	78.19
1961	118.1	181.8	78.11	108.9	183.6	80.73
1961						
March	111.1	180.7	77.64	104.9	182.8	80.36
April	112.6	181.8	78.12	105.4	184.1	80.95
May	117.2	181.6	78.00	108.4	183.6	80.72
June	121.3	182.8	78.55	111.2	184.6	81.17
July	122.5	182.1	78.24	110.9	182.7	80.34
August	123.9	182.2	78.27	113.1	182.9	80.42
September	123.3	183.3	78.75	112.8	184.6	81.15
October	122.9	183.9	79.02	112.1	186.0	81.79
November	121.6	183.5	78.82	110.9	186.2	81.87
December*	117.8	179.4	77.08	107.9	182.3	80.16
1962						
January	115.2	184.5	79.27	108.5	187.1	82.28
February	114.7	186.7	80.21	108.9	188.2	82.74
March†	115.2	186.9	80.29	109.7	189.2	83.17

[1] Includes (1) Forestry (chiefly logging), (2) Mining (including milling), quarrying and oil wells, (3) Manufacturing (4) Construction, (5) Transportation, storage and communication, (6) Public utility operation, (7) Trade, (8) Finance, insurance and real estate and (9) Service, (mainly hotels, restaurants, laundries, dry cleaning plants, business and recreational service).

* Revised.

† Preliminary.

TABLE C-2—AREA SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES, MARCH, 1962

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Area	Employment Index Numbers			Average Weekly Wages and Salaries, in Dollars		
	Mar. 1962	Feb. 1962	Mar. 1961	Mar. 1962	Feb. 1962	Mar. 1961
				$	$	$
Provinces						
Newfoundland	113.4	116.8	106.7	74.15	72.86	70.23
Prince Edward Island	112.0	106.2	108.9	59.53	60.74	58.98
Nova Scotia	87.9	88.6	84.4	65.94	65.16	62.26
New Brunswick	97.3	99.8	95.9	67.62	67.78	64.64
Quebec	114.6	115.2	110.0	77.87	77.68	75.16
Ontario	118.0	117.1	113.7	83.17	82.96	80.45
Manitoba	105.6	104.8	103.4	74.96	75.03	72.59
Saskatchewan	113.0	112.1	112.9	75.58	75.78	73.29
Alberta (including Northwest Territories)	148.3	147.6	143.2	81.67	82.30	79.11
British Columbia (including Yukon)	110.1	108.1	107.5	87.18	87.62	84.83
Canada	**115.1**	**114.7**	**111.1**	**80.33**	**80.21**	**77.64**
Urban areas						
St. John's	121.3	126.3	116.0	59.57	60.10	56.82
Sydney	64.6	71.6	68.8	78.27	76.03	68.98
Halifax	126.5	124.7	115.6	67.96	66.87	64.34
Moncton	101.4	100.9	97.9	62.15	61.77	60.56
Saint John	119.6	117.2	115.7	67.32	66.15	62.54
Chicoutimi—Jonquiere	100.3	99.8	104.2	95.93	96.86	95.19
Quebec	113.7	112.4	105.4	68.15	67.67	65.36
Sherbrooke	105.3	104.0	97.7	66.38	66.97	63.09
Shawinigan	100.1	99.3	101.4	87.79	86.99	84.82
Three Rivers	108.4	107.3	102.4	74.51	72.87	69.91
Drummondville	58.4	80.3	74.7	66.18	63.99	63.76
Montreal	124.2	122.8	118.9	79.24	79.23	76.49
Ottawa—Hull	128.0	126.2	119.0	74.71	74.85	71.58
Kingston	111.9	111.6	115.2	77.92	76.58	76.75
Peterborough	92.8	91.5	87.3	89.58	88.99	84.73
Oshawa	181.4	179.8	168.9	96.66	101.30	89.21
Toronto	133.0	131.8	126.9	83.72	83.14	81.23
Hamilton	109.0	108.3	104.4	89.56	89.05	85.96
St. Catharines	109.1	107.5	105.7	93.20	91.52	87.72
Niagara Falls	92.2	90.5	90.0	84.06	84.56	83.03
Brantford	78.8	77.6	80.9	75.62	74.49	74.40
Guelph	118.4	117.7	115.1	73.94	74.20	71.24
Galt	109.0	108.6	105.9	72.66	72.19	69.88
Kitchener	124.7	122.6	114.9	75.44	74.21	72.68
Sudbury	142.2	142.2	146.6	92.02	92.23	91.28
Timmins	87.4	87.1	91.3	73.64	73.19	71.02
London	131.0	130.8	122.9	76.25	75.42	73.87
Sarnia	126.4	124.5	121.1	103.46	103.93	102.87
Windsor	64.1	64.0	72.6	89.19	88.03	87.32
Sault Ste. Marie	139.3	135.8	128.8	101.13	99.61	97.93
Ft. William—Pt. Arthur	93.9	95.6	95.1	80.56	79.34	77.37
Winnipeg	106.1	105.4	105.7	71.92	71.55	69.77
Regina	128.4	127.6	125.8	75.95	75.55	72.32
Saskatoon	129.4	127.3	129.9	70.22	70.55	69.80
Edmonton	189.1	187.6	174.8	75.95	76.24	73.31
Calgary	171.6	169.6	166.1	79.75	79.91	75.20
Vancouver	110.0	107.9	108.0	85.23	85.71	83.56
Victoria	112.4	109.4	107.5	79.08	80.03	76.91

TABLE C-3—INDUSTRY SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES, MARCH, 1962

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

NOTE: Information for other industries is given in "Employment and Payrolls"

Industry	Employment			Average Weekly Wages and Salaries, in Dollars		
	Mar. 1962	Feb. 1962	Mar. 1961	Mar. 1962	Feb. 1962	Mar. 1961
				$	$	$
Mining	**113.7**	**113.7**	**113.0**	**98.87**	**98.65**	**95.88**
Metal mining	129.1	127.3	130.3	98.97	98.91	98.47
Gold	68.2	68.3	70.2	81.58	81.23	79.44
Other metal	185.6	182.0	186.3	104.91	105.08	105.15
Fuels	83.9	88.4	82.7	103.95	103.23	94.22
Coal	34.1	39.6	34.8	75.75	72.58	62.33
Oil and natural gas	297.2	297.5	289.0	117.83	120.70	110.73
Non-metal	131.1	126.4	123.5	88.98	88.18	86.75
Manufacturing	**109.6**	**108.9**	**104.9**	**83.21**	**82.74**	**80.36**
Durable goods	113.2	112.0	107.0	89.63	89.23	86.18
Non-durable goods	106.5	106.3	103.2	77.49	77.01	75.30
Food and beverages	105.1	103.9	102.7	74.02	73.45	72.99
Meat products	127.7	127.9	127.6	82.69	81.13	83.30
Canned and preserved fruits and vegetables	77.7	77.6	70.5	68.48	69.75	67.31
Grain mill products	98.3	97.3	98.6	79.56	79.22	77.43
Bread and other bakery products	109.0	107.9	108.2	67.77	67.71	67.03
Distilled and malt liquors	92.4	91.5	94.7	100.65	99.68	98.30
Tobacco and tobacco products	109.1	114.1	90.3	73.30	72.20	74.47
Rubber products	101.5	100.8	94.0	85.81	85.82	81.39
Leather products	90.2	90.9	87.6	56.47	56.75	53.90
Boots and shoes (except rubber)	97.7	98.7	95.3	54.29	54.59	51.39
Textile products (except clothing)	77.9	80.6	76.4	66.47	65.75	64.14
Cotton yarn and broad woven goods	75.1	74.9	69.6	63.79	63.48	60.58
Woollen goods	58.7	59.6	59.1	62.43	61.19	60.46
Synthetic textiles and silk	78.5	89.3	81.8	72.89	71.03	71.35
Clothing (textile and fur)	93.6	93.0	91.0	52.72	52.30	50.42
Men's clothing	95.4	94.8	91.5	51.48	51.09	50.24
Women's clothing	103.9	103.7	102.7	54.29	54.53	51.88
Knit goods	73.6	73.4	70.7	51.57	51.56	48.88
Wood products	102.7	101.8	96.2	71.69	71.22	69.37
Saw and planing mills	103.9	103.1	97.0	74.18	73.56	72.18
Furniture	111.4	110.9	104.8	68.66	68.45	65.60
Other wood products	79.2	77.8	75.7	63.79	63.51	62.06
Paper products	121.0	120.7	118.6	96.78	96.52	94.17
Pulp and paper mills	120.3	120.3	119.4	104.46	104.43	102.05
Other paper products	122.5	121.6	116.7	79.04	78.09	75.27
Printing, publishing and allied industries	126.2	125.1	123.5	90.63	89.54	86.99
Iron and steel products	104.8	103.4	100.8	94.47	93.74	90.90
Agricultural implements	63.8	62.1	69.2	96.69	97.80	92.94
Fabricated and structural steel	146.9	147.3	145.7	95.50	94.06	93.60
Hardware and tools	104.5	102.9	97.3	83.47	82.54	80.65
Heating and cooking appliances	98.0	97.6	88.6	80.86	80.20	78.87
Iron castings	92.1	90.3	89.1	91.22	90.35	84.40
Machinery, industrial	121.5	119.8	111.5	91.05	89.80	88.02
Primary iron and steel	118.7	117.3	112.4	107.87	107.90	105.07
Sheet metal products	105.9	104.0	100.2	92.54	90.79	89.00
Wire and wire products	110.1	109.7	106.7	93.63	93.31	90.76
Transportation equipment	110.2	108.7	104.8	95.80	95.68	90.12
Aircraft and parts	262.8	265.5	259.8	96.62	97.32	96.44
Motor vehicles	101.0	99.6	103.7	111 82	112.98	99.44
Motor vehicle parts and accessories	110.6	108.7	101.7	95.63	92.99	88.76
Railroad and rolling stock equipment	56.1	55.3	53.7	84.36	84.95	79.47
Shipbuilding and repairing	146.1	139.7	120.4	87.20	86.04	79.76
Non-ferrous metal products	122.7	122.5	122.6	93.72	93.37	91.87
Aluminum products	135.2	132.0	134.0	91.91	91.09	89.69
Brass and copper products	103.8	102.8	99.4	90.22	89.03	85.31
Smelting and refining	136.8	137.4	142.7	101.81	102.03	99.78
Electrical apparatus and supplies	143.0	142.1	126.8	89.71	89.57	86.95
Heavy electrical machinery	103.4	102.5	95.9	96.84	96.34	93.99
Telecommunication equipment	259.4	257.9	208.9	87.74	87.70	87.56
Non-metallic mineral products	137.3	134.5	124.9	87.21	87.07	83.14
Clay products	82.5	79.6	75.3	79.10	77.87	76.97
Glass and glass products	156.6	161.5	145.9	84.97	84.18	80.83
Products of petroleum and coal	137.2	137.6	134.4	119.45	119.54	117.24
Petroleum refining and products	140.3	141.2	137.4	120.29	120.17	117.89
Chemical products	131.9	131.8	129.7	97.50	97.48	94.14
Medicinal and pharmaceutical preparations	122.5	122.6	117.2	85.75	85.33	83.39
Acids, alkalis and salts	154.3	153.8	151.7	109.00	108.39	105.50
Other chemical products	129.3	129.2	128.0	97.18	97.41	93.57
Miscellaneous manufacturing industries	141.6	139.1	129.9	73.71	73.26	72.40
Construction	**102.7**	**100.1**	**98.0**	**87.08**	**85.93**	**82.03**
Building and general engineering	103.7	100.0	97.4	94.01	91.49	88.87
Highways, bridges and streets	101.0	100.5	99.0	75.15	76.66	70.85
Electric and motor transportation	136.2	135.9	130.3	84.91	84.63	82.14
Service	**149.3**	**147.7**	**138.9**	**57.05**	**57.18**	**55.04**
Hotels and restaurants	126.6	126.1	121.8	43.16	43.73	42.10
Laundries and dry cleaning plants	125.5	123.5	114.3	49.84	48.99	47.92
Industrial composite	**115.1**	**114.7**	**111.1**	**80.33**	**80.21**	**77.64**

Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage-earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage-earners of the co-operative firms.

TABLE C-4.—HOURS AND EARNINGS IN MANUFACTURING BY PROVINCES

(Hourly-Rated Wage-Earners)

SOURCE: Man-hours and Hourly Earnings (Dominion Bureau of Statistics)

(The latest figures are subject to revision)

—	Average Hours Worked			Average Hourly Earnings (in cents)		
	March 1962	February 1962	March 1961	March 1962	February 1962	March 1961
Newfoundland	42.3	39.5	40.0	1.74	1.75	1.72
Nova Scotia	40.6	39.1	40.7	1.64	1.65	1.60
New Brunswick	41.6	41.6	40.5	1.69	1.68	1.61
Quebec	42.0	41.9	41.6	1.68	1.67	1.59
Ontario	40.9	40.6	40.3	1.97	1.96	1.87
Manitoba	39.7	39.6	39.8	1.75	1.75	1.66
Saskatchewan	39.0	38.4	39.4	2.01	2.00	1.99
Alberta[1]	39.2	39.7	39.3	1.97	1.98	1.95
British Columbia[2]	38.1	38.1	38.1	2.27	2.26	2.23

(1) Includes Northwest Territories.

(2) Includes Yukon Territory.

NOTE:—Information on hours and earnings by cities is obtainable from Man-Hours and Hourly Earnings (Dominion Bureau of Statistics).

TABLE C-6—EARNINGS AND HOURS OF HOURLY-RATED WAGE EARNERS IN MANUFACTURING

SOURCE: Man-Hours and Hourly Earnings, D.B.S.

Period	Hours Worked Per week	Average Hourly Earnings	Average Weekly Wages	Index Number of Average Weekly Wages (1949–100)	
				Current Dollars	1949 Dollars
	No.	$	$	No.	
Monthly Average 1957	40.4	1.61	64.96	155.6	127.4
Monthly Average 1958	40.2	1.66	66.77	160.0	127.7
Monthly Average 1959	40.7	1.72	70.16	168.1	132.8
Monthly Average 1960	40.4	1.78	71.96	172.4	134.5
Monthly Average 1961	40.6	1.83	74.27	177.9	137.7
Last Pay Period in:					
1961 March	40.3	1.83	73.64	176.4	136.7
April	40.6	1.84	74.56	178.6	138.5
May	40.5	1.84	74.44	178.3	138.3
June	41.0	1.83	75.02	179.7	139.3
July	40.6	1.82	73.95	177.2	137.3
August	40.9	1.82	74.26	177.9	137.8
September	41.3	1.81	75.00	179.7	139.1
October	41.2	1.84	75.69	181.3	139.8
November	46.2	1.84	75.64	181.2	139.6
December	38.8	1.88	72.85	174.5	134.6
1962 January	40.6	1.86	75.47	180.8	139.3
February*	40.8	1.86	75.99	182.1	140.4
March†	41.0	1.87	75.96	182.0	139.7

NOTE: The index of average weekly wages in 1949 dollars is computed by dividing the index of average weekly wages in current dollars by the Consumer Price Index. For a more complete statement of uses and limitations of the adjusted figures see *Man-Hours and Hourly Earnings*.

* Revised.

† Latest figures subject to revision.

TABLE C-5—HOURS AND EARNINGS BY INDUSTRY

(Hourly-Rated Wage-Earners)

SOURCE: Man-Hours and Hourly Earnings, D.B.S.

(The latest figures are subject to revision)

Industry	Average Weekly Hours			Average Hourly Earnings			Average Weekly Wages		
	Mar. 1962	Feb. 1962	Mar. 1961	Mar. 1962	Feb. 1962	Mar. 1961	Mar. 1962	Feb. 1962	Mar. 1961
				$	$	$	$	$	$
Mining	**42.0**	**41.9**	**41.6**	**2.17**	**2.17**	**2.14**	**91.12**	**90.82**	**89.18**
Metal mining	41.9	42.1	42.6	2.22	2.22	2.20	93.18	93.50	93.76
Gold	43.0	42.9	43.8	1.76	1.76	1.69	75.84	75.56	74.15
Other metal	41.5	41.8	42.1	2.40	2.39	2.41	99.53	100.20	101.45
Fuels	42.1	41.5	38.2	2.11	2.10	2.03	88.63	87.19	77.56
Coal	40.8	38.8	34.3	1.82	1.82	1.73	74.42	70.58	59.28
Oil and natural gas	43.4	44.6	42.3	2.38	2.40	2.29	103.35	106.94	96.65
Non-metal	42.2	41.5	41.6	2.01	2.01	1.99	84.70	83.47	82.65
Manufacturing	**41.0**	**40.8**	**40.3**	**1.87**	**1.86**	**1.83**	**76.67**	**75.99**	**73.61**
Durable goods	41.4	41.1	40.4	2.03	2.03	1.99	83.95	83.30	80.16
Non-durable goods	40.6	40.4	40.2	1.72	1.71	1.68	69.81	69.21	67.70
Food and beverages	40.4	39.8	40.6	1.67	1.67	1.65	67.30	66.39	67.12
Meat products	40.2	39.1	41.5	1.93	1.92	1.89	77.44	74.98	78.66
Canned and preserved fruits and vegetables	38.6	39.9	38.6	1.47	1.47	1.46	56.85	58.69	56.37
Grain mill products	41.6	41.4	41.9	1.81	1.81	1.74	75.12	74.82	72.94
Bread and other bakery products	41.0	40.9	42.2	1.50	1.51	1.48	61.64	61.55	62.26
Distilled liquors	39.8	39.1	39.7	2.15	2.12	2.09	85.33	83.13	82.79
Malt liquors	39.3	39.0	39.3	2.36	2.37	2.35	92.86	92.38	92.31
Tobacco and tobacco products	40.0	40.3	38.4	1.69	1.67	1.78	67.61	67.15	68.48
Rubber products	41.8	41.7	40.5	1.91	1.93	1.85	80.00	80.30	74.96
Leather products	41.2	41.7	40.1	1.26	1.26	1.23	51.87	52.57	49.28
Boots and shoes (except rubber)	41.1	41.8	40.0	1.21	1.21	1.18	49.88	50.56	47.14
Other leather products	41.2	41.6	40.5	1.37	1.38	1.34	56.55	57.35	54.28
Textile products (except clothing)	42.6	42.3	41.9	1.41	1.40	1.37	60.01	59.34	57.44
Cotton yarn and broad woven goods	41.3	41.5	40.2	1.45	1.43	1.40	59.95	59.50	56.23
Woollen goods	43.3	43.1	43.0	1.32	1.30	1.28	57.11	56.16	54.92
Synthetic textiles and silk	43.8	43.3	43.9	1.48	1.47	1.45	64.80	63.73	63.91
Clothing (textile and fur)	39.4	39.0	38.4	1.22	1.21	1.18	47.95	47.31	45.37
Men's clothing	39.3	39.0	38.6	1.21	1.21	1.19	47.39	46.99	45.81
Women's clothing	38.0	37.8	37.1	1.30	1.30	1.26	49.18	49.14	46.61
Knit goods	41.0	40.9	39.9	1.14	1.14	1.09	46.70	46.52	43.57
*Wood products	41.4	41.3	40.7	1.64	1.63	1.62	67.94	67.22	65.88
Saw and planing mills	40.9	40.6	40.5	1.75	1.74	1.73	71.60	70.53	70.05
Furniture	42.1	42.4	41.0	1.50	1.49	1.46	63.05	63.11	59.95
Other wood products	42.7	42.5	41.9	1.36	1.36	1.35	58.30	57.76	56.47
Paper products	41.0	40.9	40.7	2.21	2.21	2.15	90.71	90.36	87.53
Pulp and paper mills	41.0	41.0	40.8	2.39	2.39	2.32	97.92	97.87	94.85
Other paper products	41.2	40.7	40.5	1.75	1.74	1.67	71.99	70.68	67.85
Printing, publishing and allied industries	39.2	38.9	39.0	2.30	2.28	2.21	90.17	88.69	86.22
*Iron and steel products	41.3	40.9	40.4	2.17	2.16	2.12	89.62	88.46	85.73
Agricultural implements	41.0	40.3	39.8	2.24	2.24	2.16	91.82	90.19	86.08
Fabricated and structural steel	40.5	40.0	40.9	2.13	2.13	2.07	86.49	85.08	84.65
Hardware and tools	42.5	42.0	41.8	1.81	1.81	1.77	76.78	75.97	73.83
Heating and cooking appliances	40.9	40.7	40.1	1.84	1.83	1.80	75.21	74.46	72.22
Iron castings	42.7	42.2	39.8	2.06	2.05	2.00	87.74	86.57	79.70
Machinery, industrial	42.0	41.5	41.0	2.03	2.01	1.98	85.11	83.29	81.37
Primary iron and steel	40.1	40.1	39.7	2.57	2.57	2.53	103.15	102.99	100.55
Sheet metal products	41.5	40.7	40.5	2.11	2.10	2.09	87.59	85.66	84.47
Wire and wire products	41.7	41.1	41.1	2.10	2.12	2.06	87.67	87.05	84.68
*Transportation equipment	41.5	41.4	40.0	2.19	2.19	2.10	90.79	90.75	83.83
Aircraft and parts	41.5	41.8	42.5	2.13	2.15	2.11	88.51	89.75	89.53
Motor vehicles	43.8	44.5	39.8	2.44	2.46	2.30	106.78	109.26	91.53
Motor vehicle parts and accessories	42.0	41.0	39.7	2.17	2.14	2.08	91.17	87.62	82.54
Railroad and rolling stock equipment	39.4	39.4	39.3	2.09	2.10	1.95	82.22	82.83	76.79
Shipbuilding and repairing	40.3	39.7	37.9	2.13	2.12	2.03	85.74	84.29	77.12
*Non-ferrous metal products	40.6	40.5	40.5	2.14	2.14	2.12	87.16	86.61	86.06
Aluminum products	41.9	41.1	41.5	1.91	1.89	1.92	80.10	77.95	79.62
Brass and copper products	42.0	41.0	40.3	2.05	2.03	1.98	86.34	83.39	79.55
Smelting and refining	39.9	40.1	40.3	2.38	2.38	2.34	94.96	95.43	94.38
*Electrical apparatus and supplies	41.2	41.0	40.1	1.91	1.91	1.87	78.76	78.31	75.08
Heavy electrical machinery and equipment	40.9	40.5	40.3	2.12	2.11	2.06	86.81	85.54	83.19
Telecommunication equipment	41.4	41.2	39.9	1.77	1.77	1.76	73.08	72.90	70.13
Batteries	40.8	40.9	40.9	1.84	1.84	1.76	74.93	75.27	72.17
Refrigerators, vacuum cleaners and appliances	40.0	40.0	39.2	1.94	1.94	1.91	77.52	77.51	74.74
Wire and cable	41.9	42.0	40.5	2.11	2.12	2.04	88.50	89.08	82.79
Miscellaneous electrical products	41.5	41.3	40.3	1.82	1.82	1.76	75.68	75.12	70.96
*Non-metallic mineral products	42.6	41.9	41.3	1.90	1.92	1.87	80.94	80.42	77.20
Clay products	41.9	41.0	41.5	1.73	1.73	1.68	72.52	70.83	69.83
Glass and glass products	41.4	41.1	40.7	1.88	1.91	1.87	77.98	78.27	76.16
Products of petroleum and coal	40.5	40.7	41.0	2.64	2.65	2.55	106.84	107.79	104.71
Chemical products	40.8	40.7	40.8	2.08	2.08	2.03	84.82	84.75	82.77
Medicinal and pharmaceutical preparations	39.9	39.4	40.2	1.61	1.60	1.57	64.26	63.20	62.94
Acids, alkalis and salts	40.7	40.5	40.8	2.39	2.38	2.33	97.19	96.59	95.15
Miscellaneous manufacturing industries	41.8	41.6	41.6	1.54	1.53	1.50	64.28	63.78	62.55
Construction	**40.4**	**40.4**	**38.6**	**2.10**	**2.06**	**2.04**	**84.74**	**83.23**	**78.73**
Building and general engineering	40.5	39.2	38.6	2.26	2.25	2.21	91.63	88.45	85.30
Highways, bridges and streets	40.2	42.6	38.6	1.76	1.72	1.72	70.84	73.30	66.53
Electric and motor transportation	**43.7**	**43.6**	**43.0**	**1.95**	**1.94**	**1.89**	**84.93**	**84.75**	**81.33**
Service	**38.4**	**38.3**	**38.9**	**1.09**	**1.10**	**1.06**	**41.78**	**42.01**	**41.41**
Hotels and restaurants	38.3	38.5	38.7	1.05	1.06	1.04	40.33	40.98	40.12
Laundries and dry cleaning plants	40.2	39.3	40.6	1.05	1.04	1.03	42.12	41.03	41.77

* Durable manufactured goods industries.

D—National Employment Service Statistics

Statistics presented in the following tables relate to registrations for employment and vacancies notified by employers at NES offices. These data are derived from reports prepared in National Employment Service offices and processed in the Unemployment Insurance Section, D.B.S. See also Technical Note, page 385, March issue.

TABLE D-1—UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT

(Source: National Employment Service, Unemployment Insurance Commission)

Period	Unfilled Vacancies*			Registrations for Employment		
	Male	Female	Total	Male	Female	Total
End of:						
May, 1957	28,041	19,163	47,204	226,022	80,973	306,995
May, 1958	15,172	14,677	29,849	444,584	156,584	601,168
May, 1959	19,758	18,044	37,802	342,605	140,615	483,220
May, 1960	21,772	17,210	38,982	389,576	152,848	542,424
May, 1961	17,078	17,208	34,286	418,218	151,611	569,829
June, 1961	15,103	16,445	31,548	268,284	125,447	393,731
July, 1961	15,880	14,732	30,612	246,016	117,993	364,009
August, 1961	14,963	17,850	32,813	216,245	104,695	320,940
September, 1961	14,645	17,066	31,711	216,358	101,260	317,618
October, 1961	12,936	14,979	27,915	249,228	107,697	356,925
November, 1961	17,462	15,940	33,402	329,306	124,966	454,272
December, 1961	11,402	10,866	22,268	478,470	136,566	615,036
January, 1962	11,428	12,069	23,497	570,061	161,094	731,155
February, 1962	12,308	13,073	25,381	585,555	161,992	747,547
March, 1962	15,184	15,359	30,543	579,641	158,342	737,983
April, 1962(1)	R25,557	18,868	R44,425	496,099	146,551	642,650
May, 1962(1)	R22,026	R20,999	R43,025	329,391	126,461	445,852

(1)Latest figures subject to revision.

*Current Vacancies only. Deferred Vacancies are excluded.

R-Revised.

TABLE D-2 –REGISTRATIONS RECEIVED, VACANCIES NOTIFIED AND PLACEMENTS EFFECTED DURING YEAR, 1958-1961, AND DURING MONTH, APRIL 1961-APRIL 1962

(Source: National Employment Service, Unemployment Insurance Commission)

Year and Month	Registrations Received		Vacancies Notified		Placements Effected	
	Male	Female	Male	Female	Male	Female
1958—Year	2,790,412	1,012,974	620,394	374,245	548,663	291,466
1959—Year	2,753,997	1,037,536	753,904	421,927	661,872	324,201
1960—Year	3,046,572	1,107,427	724,098	404,824	641,872	316,428
1961—Year	3,125,195	1,106,790	836,534	469,119	748,790	371,072
1961—April	215,093	77,950	58,172	32,159	49,354	23,000
May	229,959	88,523	89,371	41,316	81,694	30,861
June	230,718	100,318	81,236	47,267	73,620	37,793
July	231,069	98,915	74,950	44,374	66,017	37,286
August	232,512	100,946	86,849	57,620	76,895	45,527
September	234,100	92,605	84,048	46,469	80,430	38,934
October	262,415	94,783	78,281	39,501	70,797	31,679
November	328,443	108,175	83,750	38,498	70,353	28,162
December	361,979	91,992	62,933	36,436	61,219	35,284
1962—January	343,460	109,466	57,373	35,946	49,668	26,878
February	241,177	75,220	56,595	30,459	48,546	22,688
March	250,908	81,790	60,933	37,064	50,161	27,365
April	226,940	79,051	82,893	40,026	65,841	29,194

TABLE D-3—PLACEMENTS EFFECTED BY INDUSTRY AND BY SEX DURING APRIL 1962.

(Source: National Employment Service, Unemployment Insurance Commission)

Industry Group	Male	Female	Total	Change from April 1961
Agriculture, Fishing, Trapping	**2,636**	**322**	**2,958**	**+ 100**
Forestry	**1,561**	**28**	**1,589**	**+ 789**
Mining, Quarrying and Oil Wells	**1,237**	**55**	**1,292**	**+ 406**
Metal Mining	789	15	804	+ 352
Fuels	257	22	279	+ 152
Non-Metal Mining	47	2	49	− 42
Quarrying, Clay and Sand Pits	101	0	101	− 72
Prospecting	43	16	59	+ 16
Manufacturing	**14,167**	**7,304**	**21,471**	**+ 5,122**
Foods and Beverages	1,358	1,288	2,646	+ 1,148
Tobacco and Tobacco Products	18	36	54	+ 29
Rubber Products	139	64	203	+ 118
Leather Products	244	332	576	+ 173
Textile Products (except clothing)	455	397	852	+ 209
Clothing (textile and fur)	491	1,834	2,325	+ 383
Wood Products	1,730	265	1,995	− 73
Paper Products	949	224	1,173	− 127
Printing, Publishing and Allied Industries	580	591	1,171	+ 402
Iron and Steel Products	2,718	442	3,160	+ 635
Transportation Equipment	2,522	250	2,772	+ 1,070
Non-Ferrous Metal Products	572	206	778	+ 246
Electrical Apparatus and Supplies	513	482	995	+ 225
Non-Metallic Mineral Products	595	100	695	+ 35
Products of Petroleum and Coal	107	15	122	+ 25
Chemical Products	668	279	947	+ 322
Miscellaneous Manufacturing Industries	508	499	1,007	+ 302
Construction	**12,927**	**173**	**13,100**	**+ 3,441**
General Contractors	9,104	104	9,208	+ 2,285
Special Trade Contractors	3,823	69	3,892	+ 1,156
Transportation, Storage and Communication	**6,860**	**358**	**7,218**	**+ 1,816**
Transportation	5,485	201	5,686	+ 1,104
Storage	1,234	30	1,264	+ 601
Communication	141	127	268	+ 51
Public Utility Operation	**414**	**53**	**467**	**+ 85**
Trade	**8,345**	**5,430**	**13,775**	**+ 3,871**
Wholesale	3,191	1,154	4,345	+ 692
Retail	5,154	4,276	9,430	+ 3,179
Finance, Insurance and Real Estate	469	938	1,407	+ 203
Service	**17,225**	**14,533**	**31,758**	**+ 6,848**
Community or Public Service	739	1,368	2,107	+ 304
Government Service	9,463	778	10,241	+ 2,054
Recreation Service	616	229	845	+ 229
Business Service	1,464	737	2,201	+ 754
Personal Service	4,943	11,421	16,364	+ 3,507
GRAND TOTAL	**65,841**	**29,194**	**95,035**	**+22,681**

TABLE D-4—REGISTRATIONS FOR EMPLOYMENT BY OCCUPATION AND BY SEX AS AT APRIL 30, 1962(1)

(Source: National Employment Service, Unemployment Insurance Commission.)

Occupational Group	Registrations for Employment		
	Male	Female	Total
Professional and Managerial Workers	8,575	1,998	10,573
Clerical Workers	19,644	48,898	68,542
Sales Workers	8,862	19,060	27,922
Personal and Domestic Service Workers	43,695	28,750	72,445
Seamen	2,858	55	2,913
Agriculture, Fishing, Forestry (Ex. log.)	6,061	693	6,754
Skilled and Semi-Skilled Workers	240,935	19,468	260,403
Food and kindred products (incl. tobacco)	1,938	762	2,700
Textiles, clothing, etc	2,869	11,195	14,064
Lumber and lumber products	44,940	124	45,064
Pulp, paper (incl. printing)	1,287	507	1,794
Leather and leather products	1,235	1,225	2,460
Stone, clay and glass products	728	33	761
Metalworking	15,891	952	16,843
Electrical	3,377	1,040	4,417
Transportation equipment	609	46	655
Mining	3,225	.....	3,225
Construction	63,337	12	63,349
Transportation (except seamen)	51,123	138	51,261
Communications and public utility	1,400	3	1,403
Trade and service	6,134	2,031	8,165
Other skilled and semi-skilled	29,481	1,059	30,540
Foremen	5,746	332	6,078
Apprentices	7,615	9	7,624
Unskilled Workers	165,469	27,629	193,098
Food and tobacco	6,749	9,247	15,996
Lumber and lumber products	22,896	373	23,269
Metalworking	6,171	583	6,754
Construction	87,945	.....	87,945
Other unskilled workers	41,708	17,426	59,134
GRAND TOTAL	**496,099**	**146,551**	**642,650**

(1)Preliminary—subject to revision.

TABLE D-5—REGISTRATIONS FOR EMPLOYMENT, BY LOCAL OFFICE AREAS, AT APRIL 30, 1962

(Source: National Employment Service, Unemployment Insurance Commission)

Office	(1) April 30, 1962	Previous Year April 28, 1961
Newfoundland	**26,718**	**28,287**
Corner Brook	5,873	6,166
Grand Falls	3,166	3,360
St. John's	17,679	18,761
Prince Edward Island	**4,741**	**5,195**
Charlottetown	2,930	3,125
Summerside	1,811	2,070
Nova Scotia	**32,891**	**37,617**
Amherst	1,295	1,378
Bridgewater	1,768	2,225
Halifax	5,890	7,030
Inverness	1,327	1,291
Kentville	3,125	3,940
Liverpool	722	896
New Glasgow	3,755	4,726
Springhill	1,149	1,468
Sydney	7,067	7,002
Sydney Mines	1,892	2,163
Truro	2,250	2,647
Yarmouth	2,651	2,851
New Brunswick	**33,047**	**39,795**
Bathurst	4,932	5,669
Campbellton	3,048	3,555
Edmundston	2,606	3,557
Fredericton	2,561	3,241
Minto	709	707
Moncton (2)	7,562	8,532
Newcastle	3,109	3,977
Saint John	4,036	4,695
St. Stephen	1,568	2,236
Sussex	769	973
Woodstock	2,147	2,653
Quebec	**206,296**	**246,018**
Alma	3,526	3,142
Asbestos	808	929
Baie Comeau	1,260	1,420
Beauharnois	1,228	1,666
Buckingham	1,565	1,861
Causapscal	3,499	3,569
Chandler	2,381	2,233
Chicoutimi	3,250	3,420
Cowansville	489	583
Dolbeau	2,779	3,196
Drummondville	2,584	2,583
Farnham	818	961
Forestville	1,693	1,756
Gaspe	2,013	2,425
Granby	2,409	2,670
Hull	4,324	4,900
Joliette	4,462	5,140
Jonquière	3,346	3,487
Lachute	1,049	1,020
La Malbaie	2,770	2,963
La Tuque	1,227	1,599
Lévis	3,970	5,127
Louiseville	1,385	1,620
Magog	734	715
Maniwaki	1,742	2,116
Matane	4,330	4,621
Mégantic	1,689	1,989
Mont-Laurier	1,686	1,915
Montmagny	2,626	3,159
Montréal	56,183	76,108
New Richmond	2,704	2,649
Port Alfred	1,556	1,521
Québec	13,538	16,310
Rimouski	5,902	5,980
Rivière du Loup	6,932	7,845
Roberval	2,643	2,580
Rouyn	5,021	5,395
Ste. Agathe des Monts	1,472	1,970
Ste. Anne de Bellevue	1,004	1,381
Ste. Thérèse	2,066	2,698
St. Hyacinthe	1,837	2,881
St. Jean	2,210	2,543
St. Jérôme	1,652	2,400
Sept-Iles	2,564	3,727
Shawinigan	5,316	6,273
Quebec—Concluded		
Sherbrooke	5,644	5,811
Sorel	1,979	2,390
Thetford Mines	1,717	2,330
Trois-Rivières	5,447	6,437
Val d'Or	3,426	3,594
Valleyfield	2,634	2,926
Victoriaville	2,122	2,768
Ville St. Georges	5,085	4,716
Ontario	**183,621**	**236,781**
Arnprior	437	464
Barrie	1,435	1,651
Belleville	1,909	2,566
Bracebridge	1,502	1,800
Brampton	1,109	1,806
Brantford	2,646	3,114
Brockville	787	851
Carleton Place	303	456
Chatham	2,118	3,008
Cobourg	938	1,114
Collingwood	902	1,052
Cornwall	3,370	4,040
Elliot Lake	700	560
Fort Erie	502	666
Fort Frances	993	1,045
Fort William	3,610	3,403
Galt	1,065	2,158
Gananoque	374	386
Goderich	649	669
Guelph	1,620	2,585
Hamilton	12,851	18,414
Hawkesbury	980	1,093
Kapuskasing	2,295	2,687
Kenora	1,484	1,271
Kingston	2,360	2,349
Kirkland Lake	1,993	2,355
Kitchener	2,580	4,145
Leamington	875	1,699
Lindsay	721	877
Listowel	416	530
London	4,711	5,817
Long Branch	3,594	4,609
Midland	1,022	1,129
Napanee	740	748
Newmarket	1,368	1,931
Niagara Falls	2,162	3,262
North Bay	2,209	3,055
Oakville	642	1,075
Orillia	1,047	1,447
Oshawa	3,879	5,176
Ottawa	6,839	8,132
Owen Sound	1,507	2,022
Parry Sound	714	689
Pembroke	2,453	2,644
Perth	719	743
Peterborough	3,469	4,855
Picton	336	410
Port Arthur	5,912	6,070
Port Colborne	940	957
Prescott	875	1,040
Renfrew	647	671
St. Catharines	4,138	5,073
St. Thomas	1,058	1,544
Sarnia	2,289	3,060
Sault Ste. Marie	2,732	3,994
Simcoe	1,101	1,929
Sioux Lookout	398	497
Smiths Falls	506	666
Stratford	901	1,116
Sturgeon Falls	1,066	1,147
Sudbury	4,396	6,183
Tillsonburg	450	900
Timmins	3,372	3,705
Toronto	43,768	58,567
Trenton	843	994
Walkerton	723	1,044
Wallaceburg	589	1,108
Welland	2,147	2,565
Weston	3,453	4,707
Windsor	9,318	10,998
Woodstock	1,064	1,688

TABLE D-5—REGISTRATIONS FOR EMPLOYMENT, BY LOCAL OFFICE AREAS, AT APRIL 30, 1962

(Source: National Employment Service, Unemployment Insurance Commission)

Office	(1) April 30, 1962	Previous Year April 28, 1961	Office	(1) April 30, 1962	Previous Year April 28, 1961
Manitoba	**32,053**	**32,500**	**British Columbia**	**63,141**	**76,946**
Brandon	2,762	2,913	Chilliwack	1,585	1,834
Dauphin	2,153	2,078	Courtenay	752	1,086
FlinFlon	235	277	Cranbrook	1,497	1,531
Portage la Prairie	1,462	1,428	Dawson Creek	1,813	1,747
The Pas	551	496	Duncan	590	708
Winnipeg	24,890	25,308	Kamloops	1,766	1,490
			Kelowna	1,336	1,510
Saskatchewan	**22,416**	**22,796**	Kitimat	139	234
Estevan	481	537	Mission City	967	1,194
Lloydminster	627	681	Nanaimo	804	1,224
Moose Jaw	1,645	1,712	Nelson	1,182	1,220
North Battleford	1,542	1,541	New Westminster	9,007	10,204
Prince Albert	3,113	2,860	Penticton	1,397	1,881
Regina	5,195	5,325	Port Alberni	675	790
Saskatoon	4,992	5,400	Prince George	3,228	3,896
Swift Current	920	823	Prince Rupert	1,851	2,051
Weyburn	542	592	Princeton	673	650
Yorkton	3,359	3,325	Quesnel	2,054	2,061
			Trail	899	1,206
Alberta	**37,726**	**41,853**	Vancouver	24,734	32,420
Blairmore	917	841	Vernon	2,050	2,286
Calgary	9,636	11,816	Victoria	3,560	4,842
Drumheller	707	788	Whitehorse	582	881
Edmonton	18,517	19,699			
Edson	889	828	**CANADA**	**642,650**	**767,788**
Grande Prairie	1,716	1,753			
Lethbridge	2,374	2,767	Males	496,099	594,904
Medicine Hat	1,161	1,259			
Red Deer	1,809	2,102	Females	146,551	172,884

(1)Preliminary subject to revision.

(2)Includes 1033 registrations reported by the local office at Magdalen Islands.

E—Unemployment Insurance

Unemployment insurance statistics are concerned with numbers of persons covered by insurance and claimants for benefit at Unemployment Insurance Commission local offices. The data are compiled in the Unemployment Insurance Section, D.B.S. from information supplied by the UIC. For further information regarding the nature of the data see Technical Note, page 270, February issue.

TABLE E-1—ESTIMATES OF THE INSURED POPULATION UNDER THE UNEMPLOYMENT INSURANCE ACT.

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

End of:	Total	Employed	Claimants
1962—February	4,092,000	3,373,300	718,700*
January	4,208,000	3,509,500	698,500*
1961—December	4,196,000	3,594,800	601,200*
November	4,081,000	3,695,000	386,000*
October	3,991,000	3,722,300	268,700
September	3,966,000	3,736,800	229,200
August	3,987,000	3,757,700	229,300
July	3,971,000	3,715,700	255,300
June	3,943,000	3,676,100	266,900
May	3,891,000	3,550,000	341,000
April	4,126,000	3,412,900	713,100
March	4,210,000	3,372,000	838,000
February	4,247,000	3,374,200	872,800

* By virtue of seasonal benefit class B, the claimant count during the seasonal benefit period may include a number of persons who were not represented in the insured population within the last six months. This explains, in part, unequal variations in the month-to-month movement of the employed and claimants.

TABLE E-2—CLAIMANTS* CURRENTLY REPORTING TO LOCAL OFFICES BY NUMBER OF WEEKS ON CLAIM, PROVINCE AND SEX, AND PERCENTAGE POSTAL, MARCH 30, 1962

(Counted on last working day of the month)

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province and Sex	Total Claimants	Number of weeks on claim							Percentage Postal	March 31, 1961 Total claimants
		2 or Less	3-4	5-8	9-12	13-16	17-20	Over		
Canada	687,450	118,369	54,714	100,227	119,548	136,625	68,815	89,152	44.0	837,961
Male	547,100	96,644	44,270	81,000	95,793	116,649	55,081	57,663	48.0	670,517
Female	140,350	21,725	10,444	19,227	23,755	19,976	13,734	31,489	28.2	167,444
Newfoundland	35,990	3,239	2,327	5,706	7,966	11,188	3,081	2,483	84.0	36,626
Male	34,035	3,058	2,212	5,434	7,566	10,840	2,905	2,020	85.3	34,622
Female	1,955	181	115	272	400	348	176	463	60.2	2,004
Prince Edward Island	6,906	327	254	640	1,553	2,900	807	425	77.6	6,999
Male	5,819	262	197	555	1,341	2,524	660	280	80.3	5,981
Female	1,087	65	57	85	212	376	147	145	63.7	1,018
Nova Scotia	43,371	8,887	2,385	4,858	8,822	9,012	4,080	5,327	54.7	47,539
Male	38,119	8,250	2,012	4,195	7,861	8,217	3,584	4,000	56.4	41,906
Female	5,252	637	373	663	961	795	496	1,327	42.6	5,633
New Brunswick	38,536	5,297	2,670	5,435	7,588	9,896	3,740	3,910	72.6	43,262
Male	32,932	4,809	2,381	4,834	6,611	8,745	3,109	2,443	75.6	37,345
Female	5,604	488	289	601	977	1,151	631	1,467	54.8	5,917
Quebec	207,675	36,221	18,174	33,312	34,181	41,199	19,161	25,427	45.1	267,570
Male	171,116	29,547	15,460	28,822	28,994	36,310	15,497	16,486	49.0	219,730
Female	36,559	6,674	2,714	4,490	5,187	4,889	3,664	8,941	27.3	47,840
Ontario	195,136	34,840	15,999	27,786	32,401	34,092	20,531	29,487	26.1	248,515
Male	143,506	26,453	11,877	20,516	23,561	27,108	15,626	18,365	27.9	184,615
Female	51,630	8,387	4,122	7,270	8,840	6,984	4,905	11,122	21.0	63,900
Manitoba	33,777	4,995	2,765	5,589	6,657	6,627	3,278	3,866	35.2	36,960
Male	26,262	3,962	2,136	4,215	5,100	5,477	2,639	2,733	40.1	29,543
Female	7,515	1,033	629	1,374	1,557	1,150	639	1,133	17.9	7,417
Saskatchewan	24,867	2,911	1,714	3,512	4,857	5,775	3,264	2,834	53.7	26,649
Male	19,762	2,318	1,361	2,731	3,722	4,970	2,794	1,876	58.7	21,841
Female	5,105	593	353	781	1,135	815	470	958	34.5	4,808
Alberta	37,878	9,030	3,545	5,957	6,373	5,854	3,429	3,690	64.1	43,567
Male	30,049	7,590	2,863	4,528	5,112	4,920	2,739	2,297	66.5	34,825
Female	7,829	1,440	682	1,429	1,261	934	690	1,393	54.9	8,742
British Columbia	63,314	12,622	4,881	7,432	9,150	10,082	7,444	11,703	32.9	80,274
Male	45,500	10,395	3,771	5,170	5,925	7,548	5,528	7,163	36.7	60,109
Female	17,814	2,227	1,110	2,262	3,225	2,534	1,916	4,540	23.4	20,165

TABLE E-3—INITIAL AND RENEWAL CLAIMS FOR BENEFIT BY PROVINCE, MARCH, 1962

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Claims filed at Local Offices			Disposal of Claims and Claims Pending at End of Month			
	Total*	Initial	Renewal	Total Disposed of†	Entitled to Benefit	Not Entitled to Benefit	Pending
Newfoundland	7,142	5,459	1,683	7,258	6,250	1,008	2,003
Prince Edward Island	1,108	929	179	1,040	940	100	342
Nova Scotia	14,233	7,338	6,895	13,932	12,729	1,203	2,974
New Brunswick	10,963	8,439	2,524	10,398	9,250	1,148	2,914
Quebec	67,683	50,431	17,252	69,895	60,209	9,686	17,488
Ontario	68,868	46,725	22,143	70,966	60,939	10,027	15,033
Manitoba	10,350	8,127	2,223	10,295	8,993	1,302	2,027
Saskatchewan	6,595	5,312	1,283	6,712	5,880	832	1,412
Alberta	14,169	10,048	4,121	14,511	12,505	2,006	3,042
British Columbia	24,702	14,855	9,847	24,037	20,541	3,496	6,029
Total, Canada, March 1962	225,813	157,663	68,150	229,044	198,236	30,808	53,264
Total, Canada, February 1962	205,643	146,232	59,411	217,144	183,545	33,599	56,495
Total, Canada, March 1961	259,399	182,980	76,419	252,245	224,150	28,095	70,132

* In addition, revised claims received numbered 50,753.

† In addition, 52,401 revised claims were disposed of. Of these, 5,987 were special requests not granted and 2,662 were appeals by claimants. There were 11,841 revised claims pending at the end of the month.

TABLE E-4—BENEFICIARIES AND BENEFIT PAYMENTS BY PROVINCE, MARCH 1962

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Weeks Paid*	Amount of Benefit Paid $
Newfoundland	148,471	3,565,525
Prince Edward Island	35,146	754,106
Nova Scotia	170,318	3,922,160
New Brunswick	149,074	3,324,348
Quebec	813,539	20,413,939
Ontario	830,839	20,314,954
Manitoba	147,896	3,612,411
Saskatchewan	115,767	2,836,453
Alberta	146,837	3,728,122
British Columbia	252,866	6,354,595
Total, Canada, March 1962	2,810,753	68,826,613
Total, Canada, February 1962	2,361,458	57,988,335
Total, Canada, March 1961	3,551,350	85,187,924

* "Weeks paid" represent the total of complete and partial weeks of benefit paid during the month.

F—Prices

TABLE F-1—TOTAL AND MAIN COMPONENTS OF THE CONSUMER PRICE INDEX

1957 Weighted

(1949-100)

Calculated by the Dominion Bureau of Statistics

—	Total	Food	Housing	Clothing	Transportation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
1957—Year	122.6	118.6	127.3	108.2	133.2	139.9	134.2	109.1
1958—Year	125.7	122.9	129.3	109.5	136.6	146.6	142.0	110.1
1959—Year	127.2	122.2	131.5	109.7	140.5	151.0	144.4	113.8
1960—Year	128.4	122.6	132.9	111.0	141.1	154.8	145.6	115.8
1961—May	129.0	123.2	132.9	112.4	141.8	155.3	146.0	115.8
June	129.0	123.5	132.9	112.5	141.2	155.0	145.8	115.8
July	129.0	124.9	132.9	112.2	138.7	155.1	145.0	115.8
August	129.1	125.3	132.9	112.1	139.0	154.6	145.4	116.1
September	129.1	123.2	133.5	113.1	140.0	155.0	146.7	117.3
October	129.2	123.3	133.6	113.6	140.0	155.3	146.2	117.3
November	129.7	123.6	133.7	114.0	141.5	156.7	146.3	117.3
December	129.8	124.5	133.8	113.7	141.1	156.8	146.3	117.3
1962—January	129.7	124.8	134.0	111.6	140.6	156.8	146.6	117.3
February	129.8	125.0	134.0	111.8	140.7	157.2	146.7	117.2
March	129.7	124.4	134.0	112.9	139.9	157.2	146.7	117.5
April	130.3	125.8	134.0	113.2	140.2	158.1	146.6	117.9
May	130.1	124.5	134.5	112.8	140.4	158.2	147.1	117.9

TABLE F-2—CONSUMER PRICE INDEXES FOR REGIONAL CITIES OF CANADA AT THE BEGINNING OF APRIL 1962

1957 Weighted

(1949=100)

	All Items			Food	Housing	Clothing	Transp.	Health and Personal Care	Recreation and Reading	Tobacco and Alcoholic Beverage
	April 1961	(2) March 1962	April 1962							
(1)St. John's, Nfld.	116.8	116.7	117.4	112.2	113.3	111.8	123.1	154.3	151.4	98.9
Halifax	129.5	129.7	130.0	121.9	133.8	123.3	139.3	160.1	163.1	123.9
Saint John	129.0	130.8	131.1	125.0	131.1	121.3	143.6	179.9	150.1	124.3
Montreal	128.7	130.1	130.5	130.3	133.9	106.7	160.8	164.2	141.0	118.7
Ottawa	129.[illegible]	131.0	131.7	125.1	137.3	118.4	154.1	162.7	142.6	124.4
Toronto	130.[illegible]	131.7	132.1	123.7	139.5	117.6	134.3	156.0	182.2	122.5
Winnipeg	127.[illegible]	128.3	128.9	127.9	128.8	117.7	132.5	172.0	138.7	120.6
Saskatoon-Regina	124.8	126.7	127.3	123.7	126.9	126.9	135.7	144.3	146.3	119.5
Edmonton-Calgary	124.5	125.0	125.5	119.7	126.9	120.1	130.2	161.1	141.4	119.5
Vancouver	129.9	129.2	129.2	124.7	134.2	116.7	137.3	150.1	146.4	121.0

N.B. Indexes above measure percentage changes in prices over time in each city and should not be used to compare actual levels of prices as between cities.

(1)St. John's index on the base June 1951=100.

(2)Revised in line with 1957 Family Expenditure Survey.

G—Strikes and Lockouts

Statistical information on work stoppages in Canada is compiled by the Economics and Research Branch of the Department of Labour on the basis of reports from the National Employment Service. The first three tables in this section cover strikes and lockouts involving six or more workers and lasting at least one working day, and strikes and lockouts lasting less than one day or involving fewer than six workers but exceeding a total of nine man-days. The number of workers involved includes all workers reported on strike or locked out, whether or not they all belonged to the unions directly involved in the disputes leading to work stoppages. Workers indirectly affected, such as those laid off as a result of a work stoppage, are not included. For further notes on the series see page 114, January issue.

TABLE G-1—STRIKES AND LOCKOUTS, 1957-1962

Month or Year	Strikes and Lockouts Beginning During Month or Year	Strikes and Lockouts in Existence During Month or Year			
		Strikes and Lockouts	Workers Involved	Duration in Man-Days	
				Man-Days	Per Cent of Estimated Working Time
1957	242	249	91,409	1,634,880	0.14
1958	253	262	112,397	2,872,340	0.24
1959	203	218	100,127	2,286,900	0.19
1960	268	274	49,408	738,700	0.06
1961	272	287	97,959	1,335,080	0.11
1961: April	20	32	6,437	67,880	0.07
May	35	50	12,182	106,320	0.10
June	22	39	12,404	127,790	0.12
July	28	41	8,806	94,680	0.09
August	32	47	8,347	64,660	0.06
September	32	53	10,647	105,080	0.10
October	30	56	40,400	416,660	0.38
November	24	49	11,059	122,100	0.11
December	13	40	22,000	140,890	0.13
*1962: January	20	40	9,174	85,420	0.08
February	15	44	10,855	72,070	0.07
March	30	46	12,426	143,800	0.14
April	18	40	12,328	142,770	0.14

*Preliminary.

TABLE G-2—STRIKES AND LOCKOUTS, APRIL 1962, BY INDUSTRY

(Preliminary)

Industry	Strikes and Lockouts	Workers Involved	Man-Days
Forestry	...	...	...
Mines	1	950	220
Manufacturing	19	6,197	86,890
Construction	10	3,086	33,450
Transpn. & utilities	4	1,556	17,760
Trade	4	82	1,600
Finance	...	...	...
Service	2	457	2,850
Public administration	...	...	...
All industries	40	12,328	142,770

TABLE G-3—STRIKES AND LOCKOUTS, APRIL 1962, BY JURISDICTION

(Preliminary)

Jurisdiction	Strikes and Lockouts	Workers Involved	Man-Days
Newfoundland	...	...	...
Prince Edward Island	...	...	...
Nova Scotia	2	1,100	520
New Brunswick	1	41	660
Quebec	6	5,245	76,570
Ontario	19	4,430	47,980
Manitoba	1	42	760
Saskatchewan	1	300	1,350
Alberta	2	171	2,560
British Columbia	7	199	3,570
Federal	1	800	8,800
All jurisdictions	40	12,328	142,770

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, APRIL 1962

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Result
			April	Accumulated		
MINES						
Mineral Fuels						
Old Sydney Colliery, Sydney Mines, N.S.	Mine Workers Loc. 4544 (Ind.)	950	220	220	Apr. 26 Apr. 27	Suspension of maintenance crew~Return of workers pending decision of adjustment board.
MANUFACTURING						
Rubber						
Firestone Tire and Rubber, Hamilton, Ont.	Rubber Workers Loc. 113 (AFL-CIO/CLC)	156 (200)	620	620	Apr. 23 Apr. 26	Piece-work rates~Return of workers.
Textiles						
Canadian Celanese, Drummondville, Que.	Textile Workers' Union Loc. 1435 (AFL-CIO /CLC)	1,900	38,000	62,380	Mar. 17	Wages, hours, Rand formula, health plan, seniority~
Knitting Mills						
Nova Scotia Textiles, Windsor, N.S.	United Textile Workers Loc. 159 (AFL-CIO /CLC)	150	300	450	Mar. 30 Apr. 4	New piece work rates following installation of automatic machinery~Return of workers pending further negotiations.
Wood						
Western Plywood (Alta.) Edmonton, Alta.	Woodworkers Loc. 1-207 (AFL-CIO/CLC)	119	2,460	4,090	Mar. 15	Wages, hours, union security ~
Primary Metals						
Barber Die Casting, Hamilton, Ont.	Steelworkers Loc. 4153 (AFL-CIO/CLC)	115	120	240	Mar. 30 Apr. 3	Grievance procedures~Return of workers.
Machinery						
Rockwell Mfg., Guelph, Ont.	Moulders Loc. 92 (AFL-CIO/CLC)	165	3,300	3,300	Apr. 3	Wages~
Transportation Equipment						
Chrysler Corporation, Windsor, Ont.	Auto Workers Loc. 444 (AFL-CIO/CLC)	3,000	36,000	123,000	Feb. 19 Apr. 18	Wages, fringe benefits~17¢ an hr. increase over a 3-yr. period; improved fringe benefits.
CONSTRUCTION						
Associated General Contractors of Saskatoon, Saskatoon, Sask.	Carpenters Loc. 1805 (AFL-CIO/CLC)	300	1,350	1,350	Apr. 3 Apr. 9	Wages~6¢ an hr. increase immediately, 5¢ an hr. Apr. 1, 1963.
Builders Association of the Eastern-Townships, Sherbrooke, other centres, Que.	Building Workers Federation (CNTU)	2,500	30,000	30,000	Apr. 12	Working conditions, wages~
TRANSP. & UTILITIES						
Transportation						
Various trucking firms, Quebec and Ontario.	Teamsters Loc. 106 (Ind.)	800	8,800	8,800	Apr. 16	Wages in a 3-yr. contract~
Various trucking firms, Montreal, other points, Que.	Teamsters Loc. 106 (Ind.)	700	8,000	8,000	Apr. 16	Wages in a 3-yr. contract~
SERVICE INDUSTRIES						
Personal Services						
Royal York Hotel, Toronto, Ont.	Hotel Employees Loc. 299 (AFL-CIO/CLC)	445	2,540	178,760	Apr. 24* Apr. 9	Wages, notice of lay-off ~ Wage increase 2½¢ an hr. immediately, 1¢ in 18 months; seven days notice of lay-off after 8 yrs.

Figures in parentheses indicate the number of workers indirectly affected.

* 1961